

# August 12, 2019 - August 18, 2019

| August 2019 |    |    |    |    |    |    |
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| September 2019 |    |    |    |    |    |    |
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## Monday, August 12

- 9:00am - 11:00am Public Works Budget Review - All (Tax Appeal Room #116) - Fogerty, Bonnie
- 12:00pm - 1:00pm Conference Call with Ellen Seivert - Jane (Tax Appeal Room #116) - Baker, Kyler
- 1:30pm - 2:30pm Discuss the Treasurer's Clearing Account with Treasurer's Office - All (Commission Chambers) - Fogerty, Bonnie
- 3:00pm - 4:30pm MACo Conference planning committee - Joe (Joe's office)

## Tuesday, August 13

- 9:30am - 10:30am Commission Meeting - All (Commission Chambers) - Fogerty, Bonnie
- 10:30am - 12:00pm Budget Review - All (Tax Appeal Room #116) - Fogerty, Bonnie
- 2:00pm - 5:00pm Budget Review - All (Tax Appeal Room #116) - Fogerty, Bonnie

## Wednesday, August 14

- 8:00am - 9:00am Budget Review - All (Tax Appeal Room #116) - Fogerty, Bonnie
- 9:00am - 11:00am Sheriff's Office Budget Review - All (Tax Appeal Room #116) - Fogerty, Bonnie
- 11:45am - 1:45pm Optimist Club of GF - Weekly appointment for Joe (Holiday Inn) - Briggs, Joe
- 12:00pm - 1:30pm HPAC Meeting - Jane (Civic Center)
- 1:30pm - 5:00pm Budget Review - All (Tax Appeal Room #116) - Fogerty, Bonnie

## Thursday, August 15

- 10:00am - 11:30am Senior Center Board Meeting - Jim (Senior Center) - Fogerty, Bonnie
- 1:00pm - 5:00pm Budget Review - All (Tax Appeal Room #116) - Fogerty, Bonnie

## Friday, August 16

- 8:30am - 12:00pm Budget Review - All (Tax Appeal Room #116) - Fogerty, Bonnie
- 1:30pm - 5:00pm Budget Review - All (Tax Appeal Room #116) - Fogerty, Bonnie

## Saturday, August 17

## Sunday, August 18

- 5:30am NACo Executive Committee Orientation - Joe (DC) - Briggs, Joe

# August 19, 2019 - August 25, 2019

| August 2019 |    |    |    |    |    |    |
|-------------|----|----|----|----|----|----|
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| 11          | 12 | 13 | 14 | 15 | 16 | 17 |
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| September 2019 |    |    |    |    |    |    |
|----------------|----|----|----|----|----|----|
| Su             | Mo | Tu | We | Th | Fr | Sa |
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| 8              | 9  | 10 | 11 | 12 | 13 | 14 |
| 15             | 16 | 17 | 18 | 19 | 20 | 21 |
| 22             | 23 | 24 | 25 | 26 | 27 | 28 |
| 29             | 30 |    |    |    |    |    |

## Monday, August 19

- **NACo Executive Committee Orientation - Joe (DC) - Briggs, Joe**
- **9:00am - 10:00am Staff Meeting - All (Commission Chambers) - Fogerty, Bonnie**

## Tuesday, August 20

- **10:00pm NACo Executive Committee Orientation - Joe (DC) - Briggs, Joe**
- **9:00am - 11:00am Planning Meeting (Commission Chambers) - Fogerty, Bonnie**
- **10:00am - 11:00am Department of Technology Updates - All (Tax Appeal Room #116) - Fogerty, Bonnie**

## Wednesday, August 21

- **8:00am - 10:00am GFDA Executive Committee Meeting - Joe (2nd Floor Boardroom) - Briggs, Joe**
- **10:00am - 12:00pm Meeting on CCHD Organization - ALL Commissioners, Trixie Smith, Jo-Viviane Jones, Sandy Johnson (Tax Appeal Room #116) - Fogerty, Bonnie**
- **11:30am - 1:00pm Alluvion Board Meeting - Jim (Courthouse Annex - Room 116) - Besich, Trista K.**
- **11:45am - 1:45pm Optimist Club of GF - Weekly appointment for Joe (Holiday Inn) - Briggs, Joe**
- **2:00pm - 3:00pm Work Session - All (Commission Chambers) - Fogerty, Bonnie**
- **3:00pm - 5:00pm Opportunity Inc. Board Meeting - Jim (Opportunity Inc. Office) - Fogerty, Bonnie**
- **3:30pm - 4:30pm Updates with Trista Besich - All (Commission Chambers) - Baker, Kyler**

## Thursday, August 22

- **9:00am - 10:00am BO/Grant Updates with Mary Embleton - All (Commission Chambers) - Fogerty, Bonnie**
- **10:00am - 12:00pm Budget Review - All (Tax Appeal Room #116) - Fogerty, Bonnie**
- **1:00pm - 3:45pm Budget Review - All (Tax Appeal Room #116) - Fogerty, Bonnie**
- **4:00pm - 5:30pm The History Museum Board - Jane (The History Museum) - Weber, Jane**

## Friday, August 23

- **8:30am - 11:00am Budget Review - All (Tax Appeal Room #116) - Fogerty, Bonnie**
- **11:30am - 2:30pm TENTATIVE Facilitation for Lacey Hallett - Jane (TBA) - Weber, Jane**
- **12:00pm - 1:30pm NACo Executive Committee Conference call - Joe - Briggs, Joe**

## Saturday, August 24

## Sunday, August 25

AGENDA # \_\_\_\_\_

DATE \_\_\_\_\_

## **AGENDA REPORT**

Prepared for the

### **CASCADE COUNTY COMMISSION**

**ITEM Approved checks issued since 07/20/2019**

**PRESENTED BY: Cascade County Clerk & Recorder/Auditor**

**The Board of County Commissioners has approved invoices and accounts payable checks # 296924 through #297118 totaling \$2,523,520.15 and EFT's #9101253 through 9101255 totaling \$290,100.76 for an A/P total of \$2,813,620.91 dated 07/22/19 thru 07/26/19.**

A listing of all paid checks is available in the Cascade County Commissioners Office.

AGENDA # \_\_\_\_\_

DATE \_\_\_\_\_

## **AGENDA REPORT**

Prepared for the

### **CASCADE COUNTY COMMISSION**

**ITEM Approved checks issued since 7/27/2019**

**PRESENTED BY: Cascade County Clerk & Recorder/Auditor**

**The Board of County Commissioners has approved invoices and accounts payable checks # 297119 through #297255 totaling \$533,352.79 and EFT's #9101256 through 9101263 totaling \$24,549.30 for an A/P total of \$557,902.09 dated 07/29/19 thru 08/02/19.**

**In addition, payroll checks #94047 through #94147 were issued totaling \$ 66,669.78 and EFT's 5231427 through 5232317 were made totaling \$ 913,190.27 for a payroll total of \$ 979,860.05 for the month of July 2019.**

A listing of all paid warrants is available in the Cascade County Commissioners Office.

**CASCADE COUNTY SPECIAL COMMISSION MEETING**

**July 31, 2019**

**COMMISSION CHAMBERS**

**COURTHOUSE ANNEX, ROOM 111**

**9:30 AM**

|                           |
|---------------------------|
| Commission<br>Journal #59 |
|---------------------------|

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at [cascadecountymt.gov](http://cascadecountymt.gov) and the Clerk and Records Office. This is a written record of the meeting to reflect all the proceeding of the Board. MCA 7-2-2611 (2) (b). Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment. This written record is in draft form until officially approved on August 13, 2019.

**Cascade County Commission:** Chairman Joe Briggs, Commissioner James L. Larson and Commissioner Jane Weber

**Present:** Carey Ann Haight – Deputy County Attorney, Bonnie Fogerty – Commission Office and Kyler Baker – Deputy Clerk and Recorder

**Public:** None

Meeting Called to order at 9:30 a.m.

**Motion to Approve or Disapprove:**

**Contract 19-112:** Agreement with For the Record to provide recording software for Justice Court. Cost: \$3,294.00 Effective: Date of Signing/annual **00:12**

Carey Ann Haight, Deputy County Attorney, elaborates. **00:30**

Commissioner Larson made a **MOTION** to approve Contract 19-112: Agreement with For the Record to provide recording software for Justice Court. Cost: \$3,294.00 Effective: Date of Signing/annual **01:24**

**Motion carries 3-0 02:19**

**Public comment on any public matter that is not on the meeting agenda and that is within the Commissioners' jurisdiction.** None

**Adjournment:** Chairman Briggs adjourned this special meeting at 9:34 a.m.

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| <b>CASCADE COUNTY WORK SESSION MINUTES</b>  |
| <b>COMMISSION CHAMBERS COURTHOUSE ANNEX</b> |
| <b>August 7, 2019 – 2:00 P.M.</b>           |

|   |                                   |                                       |
|---|-----------------------------------|---------------------------------------|
| Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Records Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). <b>Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment.</b> This written record is in draft form until officially approved on August 13, 2019.  |                                   | COMMISSION<br>MINUTES<br>JOURNAL # 59 |
| <b>Board of Cascade County Commissioners:</b> Chairman Joe Briggs<br>Excused: Commissioner James L. Larson and Commissioner Jane Weber  |                                   |                                       |
| <b>Staff Present:</b> Anna Ehnes – Planner, Sandor Hopkins – Interim Planning Director, Kim Theil-Schaaf – Aging Services Director, Mary Embleton – Budget Officer, Paula Guisti – DES, Keith Kaululaau – Captain, Scott VanDyken – Captain of Operations, Sean Higginbotham – IT Director, Carey Ann Haight – Deputy County Attorney, Undersheriff Cory Reeves, Sheriff Jesse Slaughter, Roy Curtis – Superintendent of Buildings and Grounds, Les Payne – Interim Public Works Director, Bonnie Fogerty – Commission Office and Kyler Baker – Deputy Clerk and Recorder |                                   |                                       |
| <b>Public Members Present:</b> Trista Besich – Alluvion and Jenn Rowell - Media   |                                   |                                       |
| <b>Chairman Briggs opened the work session meeting at 2:00 pm</b>   |                                   |                                       |
| <b>Consent Agenda Items:</b>  | <b>Department:</b>                |                                       |
| <b>Contract 19-114:</b> Commercial Lease by and between Great Falls Community Food Bank, Inc. and Meals on Wheels. Aging Services Nutrition Program.<br>Location: Leased space at the Great Falls Food Bank, 1620 12 <sup>th</sup> Street North, GF.<br>Effective: October 1, 2019 – September 30, 2020. Lease Cost: \$1,075/per month.<br><i>(renewal)</i>   | Aging Services<br><b>00:07</b>    |                                       |
| <b>Contract 19-115:</b> Agreement by and between Cascade County and LeadsOnline, LLC.<br>Purpose: Operates and maintains electronic reporting and criminal investigation systems for receiving data for the use of Law Enforcement in their official duties.<br>Effective: August 15, 2019 – June 30, 2023 Cost: \$2,823.63/Initial partial year subscription due upon signing. \$2,227.00/Annual   | Sheriff's Office<br><b>01:06</b>  |                                       |
| <b>Contract 19-116:</b> Letter of Engagement with Anderson Zurmuehlen & Co., P.C. to perform advisory and consulting accounting services. Cost: \$250.00/per hour.  | County Attorney<br><b>03:43</b>   |                                       |
| <b>Contract 19-117:</b> Neighborhood Electronic Detection K-9, Inc. has selected Cascade County to receive assistance in acquiring an Electronic Storage Detection K-9 from Jordan Detection K-9 for the use of investigating Internet Crimes Against Children and Child Exploitation cases. Donation Amount: \$11,000.00<br><i>(Added to agenda as Agenda Item #3)</i>   | Sheriff's Office<br><b>04:04</b>  |                                       |
| <b>Contract 19-118:</b> Ford Coulee Road Application for Work Permit. Applicant: Travis Johnson Enterprises, Inc. Location: MM 0 to MM 1.4<br>Proposed Work Dates: August 1, 2019 – October 1, 2019   | Public Works<br><b>05:51</b>      |                                       |
| <b>Contract 19-119:</b> ECOLAB Pest Elimination Services Agreement for pest control at the Executive Plaza Building. Effective: August 1, 2019 – July 31, 2019<br>Cost: Initial Service Fee: \$740.00 Monthly: \$215.00   | Public Works<br><b>07:01</b>      |                                       |
| <b>Contract 19-120:</b> Cascade County Adult Detention Center PREA Auditing Contract<br>Effective: November 1, 2019 – September 1, 2020<br>Cost: \$4,785 plus transportation/lodging/per diem   | Sheriff's Office<br><b>08:33</b>  |                                       |
| <b>City-County Health Department</b>  |                                   |                                       |
| <b>Contract 19-113:</b> MT DPHHS Contract #20203PROS0002 Cascade Foster Child Health Program (CFCHP) Purpose: Provide reimbursement for services provided to children in foster care. Effective: July 1, 2019 – June 30, 2020<br>Total Reimbursable Amount: \$90,000.00   | Health Department<br><b>10:07</b> |                                       |

#### **AGENDA ITEM #1 11:39**

Resolution 19-49: Zoning Change Application from "A" Agricultural to "RR-5" Rural Residential 5.

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| <b>CASCADE COUNTY WORK SESSION MINUTES</b>  |
| <b>COMMISSION CHAMBERS COURTHOUSE ANNEX</b> |
| <b>August 7, 2019 – 2:00 P.M.</b>           |

Two Properties located in Sections 18 and 19, Township 18 North Range 07 East, P.M.M., Cascade County, MT. The properties are legally described as S18, T18 N, R07 E, in S 1/2, Mk 1, and S19, T18 N, R07 E NE ¼ NW ¼ and NW ¼ NE 1/4. *Initiated by: Trophy Properties Developers, Inc.*

**AGENDA ITEM #2 14:15**

**Riverwood Villas No. 1 Subsequent Minor Subdivision**

Final Plat Approval for an amended Plat of Lot 1B of The Amended Plat of The Amended Plat of Lot 1, Block 3  
*Initiated by: Lewis and Sasha Card*

**Added Item(s): Contract 19-121:** DNRC Subaward #: VFA-19-071 Volunteer Fire Assistance Program Subaward Agreement *(Added to consent agenda)* **14:18**

**Contract 19-122:** Interlocal Agreement between Cascade County and the Town of Cascade for CDBG Non-Competitive Housing under Contract #MT-CDBG-NCH-15-02 *(Added to consent agenda)* **16:00**

**Resolution 19-48:** Joint Resolution adopting the Interlocal Agreement for the division of the 2019 Byrne Justice Assistance Grant (JAG) Program Award *(Added to consent agenda)* **17:53**

**Contract 19-123:** Products and Services Agreement with BridgePay Network Solutions, LLC. **20:11**

**Adjournment:** Chairman Briggs closed the work session meeting at 2:22 p.m.

August 13, 2019

Resolution #19-48

**Agenda Action Report**  
*prepared for the*  
**Cascade County Commission**

**ITEM:** A Joint Resolution adopting the Interlocal Agreement for the division of the 2019 Byrne Justice Assistance Grant (JAG) Program Award

**ACTION REQUESTED:** Approval of Resolution 19-48

**PRESENTED BY:** Undersheriff Cory Reeves

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**SYNOPSIS:**

The City of Great Falls and Cascade County enter into a joint resolution adopting an Interlocal Agreement to apply for the 2019 Byrne Justice Assistance Grant. The total amount of the 2019 Byrne Justice Assistance Grant (JAG) Program Award (hereafter "the JAG Award") is \$26,189; and the City and County desire to split the grant fund \$15,714 to City/\$10,475 to Cascade County and to use such funds for the purchase of forensic evidence drying cabinets (GFPD); and Watchguard Digital Mobile Video Systems (CCSO)

This Interlocal Agreement and JAG Grant application will be the fifth or sixth the City of Great Falls and Cascade County have jointly undertaken with great success.

**RECOMMENDATION:**

Staff recommends that the Commission approve Resolution 19-48, a Joint Resolution adopting the interlocal agreement for division of the 2019 Byrne Justice Assistance Grant (JAG) Program Award.

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

Mr. Chair, I move that the Commissioners **APPROVE** Resolution 19-48, a Joint Resolution adopting the Interlocal agreement for division of the 2019 Byrne Justice Assistance Grant (JAG) Program Award.

**MOTION TO DISAPPROVE:**

Mr. Chair, I move that the Commissioners **DISAPPROVE** Resolution 19-48, a Joint Resolution adopting the Interlocal Agreement for the division of the 2019 Byrne Justice Assistance Grant (JAG) Program Award.



August 13, 2019

Contract #19-114

**Agenda Action Report**  
prepared for the  
**Cascade County Commission**

**ITEM:**

**Lease Agreement between Cascade County  
Aging Services and the Great Falls Food Bank  
for Meals on Wheels**

**ACTION REQUESTED:**

**Approval of Contract #19-114**

**PRESENTED BY:**

**Kim Thiel-Schaaf, Aging Services Director**

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**SYNOPSIS:**

The Great Falls Food Bank has historically leased space for the Area VIII Agency on Aging Home Delivered Meal Program aka/Meals on Wheels. This is a one-year renewal of the lease agreement with no rental increase. The rent for FY2020 will remain \$1,075/month or \$12,900/year. There are no changes to the lease and it has been approved for legal content and form by the County Attorney. Term of the lease is upon signing and through September 2020.

**RECOMMENDATION:**

Approval of Contract #19-114

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:** Mr. Chair, I move that the Commissioners **APPROVE** Contract #19-114 Lease Agreement between Cascade County Aging Services and the Great Falls Food Bank for Meals on Wheels.

**MOTION TO DENY:** Mr. Chair, I move that the Commissioners **DISAPPROVE** Contract #19-114 Lease Agreement between Cascade County Aging Services and the Great Falls Food Bank for Meals on Wheels.

August 13, 2019

Contract #19-115

**Agenda Action Report**  
*Prepared for the*  
**Cascade County Commission**

**ITEM:** Leads Online Agency Agreement

**INITIATED & PRESENTED BY:** Undersheriff Cory Reeves  
Cascade County Sheriff's Office

**ACTION REQUESTED:** Approval of Contract #19-115

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**BACKGROUND:**

The CCSO is going to utilize Leads Online to support the investigations of the Office. Leads Online operates and maintains an electronic reporting and criminal investigation system for receiving Data for the use of Law Enforcement Officials in their official duties. Leads act in the capacity of an agent for such Law Enforcement Agencies for the purpose of collecting, maintaining and disseminating Data.

**TERM:** August 15, 2019 – June 30, 2023

**AMOUNT:** \$2,823.63 (Initial Partial Year Subscription Fee Due Upon Execution of Agreement)  
\$3,227.00 (Total Fixed Annual Subscription Fee Due July 1, 2020 and on or before each anniversary thereof during the initial term)

**RECOMMENDATION:** Approval of Contract #19-115

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

Mr. Chair, I move that the Commission **APPROVE** Contract #19-115, Leads Online Agency Agreement with the CCSO.

**MOTION TO DISAPPROVE:**

Mr. Chair, I move that the Commission **DISAPPROVE** Contract #19-115, Leads Online Agency Agreement with the CCSO.

August 13, 2019

Contract #19-116

**Agenda Action Report**  
*prepared for the*  
**Cascade County Commission**

**ITEM:** Contract with Anderson Zurmuehlen for Consulting Services of Rick Reisig, CPA

**INITIATED BY:** Cascade County Attorney's Office

**ACTION REQUESTED:** Approval of Contract #19-116

**PRESENTED BY:** Carey Ann Haight, Deputy County Attorney

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**SYNOPSIS:**

On occasion Cascade County has need for consulting services which the County's external auditor would be conflicted in providing. Consequently, Cascade County seeks to have an external accounting experienced in governmental accounting available on occasion to provide consulting services. The instant agreement authorizes Rick Reisig, a CPA with Anderson Zurmuehlen to provide such services on an as needed basis, subject to billing on a standard hourly rate of \$250 per hour.

**RECOMMENDATION:**

Approval of Contract #19-116

**TWO MOTIONS PROVIDED FOR CONSIDERATION**

**MOTION TO APPROVE:**

Mr. Chair, I move the Cascade County Commission **APPROVE** Contract #19-116: Contract with Anderson Zurmuehlen for Consulting Services of Rick Reisig, CPA, at a rate of \$250. per billable hour.

**MOTION TO DISAPPROVE:**

Mr. Chair, I move the Cascade County Commission **DISAPPROVE** Contract #19-116: Contract with Anderson Zurmuehlen for Consulting Services of Rick Reisig, CPA, at a rate of \$250 per billable hour.

August 13, 2019

Contract #19-118

**Agenda Action Report**  
prepared for the  
**Cascade County Commission**

**ITEM:** Ford Coulee Rd (Road Improvement)

**INITIATED BY:** Cascade County Public Works Department

**ACTION REQUESTED:** Approval of Contract #19-118

**PRESENTED BY:** Les Payne, Public Works Deputy Director

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**SYNOPSIS:**

Cascade County Public Works Department has received a request to allow Travis Johnson Enterprises Inc, a temporary permit, to work on a County Rd, or Right of Way. Travis Johnson Enterprises, Inc, has been contracted by Northwestern Energy to make improvements to the base material on approximately one (1) mile, of Ford Coulee Rd, to create an all weather access route for their vehicles, and machinery for a power pole change out project. Project will consist of clearing sod from the road, mild ditching, shaping, placing and compacting shale road base in soft sections of the unmaintained county road. They will be placing 4 to 6 inches of shale base over a twelve (12) foot width on the road. The Dawson Ranch has donated the shale base for this project, and it will be hauled from their property at the end of the road, resulting in minimal impact to Brigman Coulee Rd.

**RECOMMENDATION:**

Cascade County Staff, after reviewing the Statement above recommends that the Board of County Commissioners approves the Temporary Construction Agreement, for road improvements on Ford Coulee Rd.

**TWO MOTIONS PROVIDED FOR CONSIDERATION**

**MOTION TO APPROVE:**

"Mr. Chairman" I move the Cascade County Commission **APPROVE** Contract #19-118 Temporary Construction Agreement, for road work on Ford Coulee Rd, between Travis Johnson Enterprises, Inc, and Cascade County"

**MOTION TO DISAPPROVE:**

"Mr. Chairman" I move the Cascade County Commission **DISAPPROVE** Contract #19-118 Temporary Construction Agreement, for road work on Ford Coulee Rd, between Travis Johnson Enterprises, Inc, and Cascade County"

August 13, 2019

Contract #19-119

**Agenda Action Report**  
prepared for the  
**Cascade County Commission**

**ITEM:** ECOLAB (Pest Control for Executive Plaza)  
**INITIATED BY:** Cascade County Public Works Department

**ACTION REQUESTED:** Approval of Contract #19-119

**PRESENTED BY:** Les Payne, Interim Public Works Director

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**SYNOPSIS:**

Cascade County Public Works Department has recently got several complaints on spiders, at the Executive Plaza location, located at 121 4<sup>th</sup> St N, Great Falls MT, 59401. Public Works has reached out to Ecolab Inc, for a price quote to get Pest Control Services done for this location. The cost to the County for the services needed at the Executive Plaza building, would require a one time initial service fee of \$740.00, and then a additional \$215.00 a month, over a twelve (12) month span, for a total one year cost to the County of \$3320.00.

**RECOMMENDATION:**

Cascade County Staff, after reviewing the Statement above recommends that the Board of County Commissioners approve Contract #19-119 for Pest Control services provided by Ecolab Inc, for the total cost to the County of \$3320.00, over a twelve (12) month span.

**TWO MOTIONS PROVIDED FOR CONSIDERATION**

**MOTION TO APPROVE:**

Mr. Chair I move the Cascade County Commission **APPROVE** Contract #19-119 for the Pest Control services provided by Ecolab Inc, for the total cost to the County of \$3320.00"

**MOTION TO DISAPPROVE:**

Mr. Chair I move the Cascade County Commission **DISAPPROVE** Contract #19-119 for the Pest Control services provided by Ecolab Inc, for the total cost to the County of \$3320.00"

August 13, 2019

Contract #19-120

**Agenda Action Report**  
*Prepared for the*  
**Cascade County Commission**

|                                    |   |
|------------------------------------|---|
| <b>ITEM:</b>                       | <b>Cascade County Adult Detention Center PREA Auditing Contract</b>                         |
| <b>INITIATED AND PRESENTED BY:</b> | <b>Carey Ann Haight, Deputy County Attorney<br/>Capt. Keith Kaululaau, Sheriff's Office</b> |
| <b>ACTION REQUESTED:</b>           | <b>Approval of Contract #19-120</b>   |

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**BACKGROUND:**

The Prison Rape Elimination Act (PREA) was passed in 2003 to provide for the analysis of the incidence and effects of prison rape in Federal, State and local institutions and to provide information, resources, recommendations and funding to protect individuals from prison rape. It also requires that qualifying facilities be audited on a periodic basis to determine compliance with PREA standards. Cascade County engaged the services of Fidelity Correctional Consulting, LLC for its last PREA audit in 2016 and is due again for a periodic PREA audit. The Fidelity Correctional Consulting, LLC has expressed willingness to perform this service again for Cascade County and anticipates being on site in Cascade County to perform the audit on and between January 21-23, 2020. The audit will be available 45 days thereafter. The cost for the PREA audit is estimated to be \$4,785 not including transportation, lodging, and per diem as further outlined in Exhibit B to the Contract.

**RECOMMENDATION:** Approval of Contract #19-120

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

Mr. Chair, I move that the Commission **APPROVE** Contract #19-120 Cascade County Adult Detention Center PREA Auditing Contract with Fidelity Correctional Consulting, LLC in the amount of \$4,785 plus transportation, lodging, and per diem as further outlined in Exhibit B to the Contract.

**MOTION TO DISAPPROVE:**

Mr. Chair, I move that the Commission **DISAPPROVE** Contract #19-120 Cascade County Adult Detention Center PREA Auditing Contract with Fidelity Correctional Consulting, LLC in the amount of \$4,785 plus transportation, lodging, and per diem as further outlined in Exhibit B to the Contract.

August 13, 2019

Contract 19-121

**Agenda Action Report**  
prepared for the  
**Cascade County Commission**

**ITEM:**                      **DNRC Subaward #: VFA-19-071 Volunteer Fire Assistance Program Subaward Agreement**

**INITIATED BY:**              **Cascade County Disaster & Emergency Services**

**ACTION REQUESTED:**    **Approval of Contract 19-121**

**PRESENTED BY:**          **Ron Scott, DES Coordinator**

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**SYNOPSIS:**

July 22, 2019 Cascade County received a 2018 Volunteer Fire Assistance Grant Agreement No. VFA-19-071 for reallocated money in the amount of \$500.00. This money is in addition to the original grant (#VFA-18-070 for \$8000.00) and will be distributed appropriately to the volunteer fire departments.

**RECOMMENDATION:**

After reviewing the contract documents, staff recommends that the Board of County Commissioners accept the terms and sign the Volunteer Fire Assistance Program Subaward Agreement (#VFA-19-071).

**TWO MOTIONS PROVIDED FOR CONSIDERATION**

**MOTION TO APPROVE:**

Mr. Chairman, I move the Cascade County Commissioners **APPROVE** Contract #19-121 for the 2018 Volunteer Fire Assistance Program Grant that will assist the volunteer fire departments in acquiring equipment.

**MOTION TO DISAPPROVE:**

Mr. Chairman, I move the Cascade County Commissioners **DISAPPROVE** Contract #19-121 for the 2018 Volunteer Fire Assistance Program Grant that will assist the volunteer fire departments in acquiring equipment.

August 13, 2019

Contract #19-122

**Agenda Action Report**  
*prepared for the*  
**Cascade County Commission**

**ITEM:** Interlocal Agreement between Cascade County and the Town of Cascade for CDBG Non-Competitive Housing under Contract #MT-CDBG-NCH-15-02

**ACTION REQUESTED:** Approve the Interlocal Agreement with the Town of Cascade

**PRESENTED BY:** Mary Embleton, Budget Officer/Grants Coordinator

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**SYNOPSIS:**

Cascade County has a CDBG Housing Rehabilitation grant that is being administered through NeighborWorks Great Falls. They have a potential recipient for assistance through this grant. In order to proceed with the grant, the Town of Cascade is required to grant permission to allow the project to proceed. The Interlocal Agreement confirms the Town's agreement with the project.

**RECOMMENDATION:**

Staff recommends that the Commission approve Contract 19-122.

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

Mr. Chair, I move that the Commissioners **APPROVE** Contract 19-122, the Interlocal Agreement between Cascade County and the Town of Cascade for CDBG Non-Competitive Housing under Contract #MT-CDBG-NCH-15-02.

**MOTION TO DISAPPROVE:**

Mr. Chair, I move that the Commissioners **DISAPPROVE** Contract 19-122, the Interlocal Agreement between Cascade County and the Town of Cascade for CDBG Non-Competitive Housing under Contract #MT-CDBG-NCH-15-02.



August 13, 2019

Contract #19-123

**Agenda Action Report**  
*Prepared for the*  
**Cascade County Commission**

**ITEM:** Product and Services Agreement with BridgePay Network Solutions, LLC

**INITIATED AND PRESENTED BY:** Sean Higginbotham, IT Director

**ACTION REQUESTED:** Approval of Contract #19-123

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**BACKGROUND:**

The purpose of this agreement with BridgePay Network Solutions, LLC is to provide payment gateway services within the Tyler Technologies Eagle Recorder Platform. Tyler Technologies has an exclusive partnership with BridgePay Network Solutions, LLC for payment gateway services within its platform. The BridgePay Network Solutions, LLC middleware would allow for e-commerce and cashless payment transactions to occur within the Eagle Recorder platform which Cascade County uses for document recording and handling. The fiscal impact of this service is \$.10 per transaction which will be built into the convenience fee and passed along to the consumer.

**RECOMMENDATION:** Approval of Contract #19-123

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

Mr. Chair, I move that the Commission **APPROVE** Contract #19-123 establishing an agreement with BridgePay Network Solutions, LLC. for payment gateway services within Tyler Technologies Eagle Recorder platform.

**MOTION TO DISAPPROVE:**

Mr. Chair, I move that the Commission **DISAPPROVE** Contract #19-123 establishing an agreement with BridgePay Network Solutions, LLC. for payment gateway services within Tyler Technologies Eagle Recorder platform.

August 13, 2019

Contract #19-124

**Agenda Action Report**  
*prepared for the*  
**Cascade County Commission**

**ITEM:** KENCO Security and Technology

**INITIATED BY:** Cascade County Treasurer's Office

**ACTION REQUESTED:** Approval of Contract #19-124

**PRESENTED BY:** Diane Heikkila, County Treasurer

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**SYNOPSIS:**

Cascade County Treasurer's Office needed an upgrade to existing security system. KENCO Security and Technology agreed to make the needed upgrades for \$5,778.20.

**RECOMMENDATION:**

Approval of Contract #19-124

**TWO MOTIONS PROVIDED FOR CONSIDERATION**

**MOTION TO APPROVE:**

Mr. Chair, I move the Cascade County Commission **APPROVE** Contract #19-124: Contract with KENCO Security and Technology for Cascade County Treasurer's Office Security TV equipment upgrades for \$5,778.20.

**MOTION TO DISAPPROVE:**

Mr. Chair, I move the Cascade County Commission **DISAPPROVE** Contract #19-124: Contract with KENCO Security and Technology for Cascade County Treasurer's Office Security TV equipment upgrades for \$5,778.20.

**August 13, 2019**

**Contract #19-113**

**Agenda Action Report**  
*Prepared for the*  
**Cascade County Commission**

**ITEM:** Montana DPHHS  
Cascade Foster Child Health Program  
Contract No.: 20203PROS0002

**INITIATED AND PRESENTED BY:** Tanya Houston, Alluvion Health  
Interim CCHD Health Officer

**ACTION REQUESTED:** Approval of Contract #19-113

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**BACKGROUND:**

The purpose of agreement is to provide reimbursement for services provided to children in foster care by the Cascade City-County Health Departments' Cascade Foster Child Health Program "CFCHP".

**TERM:** July 1, 2019 – June 30, 2020

**AMOUNT:** \$90,000.00

**RECOMMENDATION:** Approval of Contract #19-113

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

Mr. Chair, I move that the Commission **APPROVE** Contract #19-113, Montana DPHHS, Cascade Foster Child Health Program, Contract No.: 20203PROS0002.

**MOTION TO DISAPPROVE:**

Mr. Chair, I move that the Commission **DISAPPROVE** Contract #19-113, Montana DPHHS, Cascade Foster Child Health Program, Contract No.: 20203PROS0002.

August 13, 2019

AGENDA #1

## **Agenda Action Report** *Prepared for the* **Cascade County Commission**

**ITEM:** Resolution # 19-49: Final Resolution Amending  
County Zoning District Map

**INITIATED BY:** Trophy Property Developers, Inc

**PRESENTED BY:** Sandor Hopkins, Planning Department

**ACTION REQUESTED:** Final Resolution to rezone parcel #0005606400,  
Geocode 02-2781-18-3-03-01-0000, located in S18,  
T18N, R07E, P.M.M., and parcel #0005217600,  
Geocode 02-2781-19-1-02-01-0000, located in S19,  
T18N, R07E, P.M.M., Cascade County, Montana,  
legally described as S18, T18 N, R07 E, in S1/2, Mk  
1, and S19, T18 N, R07 E NE1/4 NW1/4 and  
NW1/4 NE1/4 from "A" Agricultural to "RR-5"  
Rural Residential 5

---

**BACKGROUND:** Trophy Property Developers, Inc has submitted a Zoning Change Application for two properties located in Sections 18 and 19, Township 18 North, Range 07 East, P.M.M., Cascade County, MT. The properties are legally described as S18, T18 N, R07 E, in S1/2, Mk 1, and S19, T18 N, R07 E NE1/4 NW1/4 and NW1/4 NE1/4. The applicant is requesting the property be rezoned from "A" Agricultural, to "RR-5," Rural Residential 5. This rezone is associated with the Ranches at Belt Creek Phase 3 Major Subdivision.

The Cascade County Planning Board recommended on April 16, 2019, that the Cascade County Commission adopt the Staff Report and approve the Zoning Change Application. On June 14, 2019, a Resolution of Intention to Amend County District Zoning Map was brought before the Cascade County Commission which was adopted on a vote of 3-0.

**Procedural History and Legal Notices:**

- On March 7, 2019 the applicant submitted a Zoning Change Application.
- Legal notices for the Planning Board public hearing were sent to adjoining parcel owners on April 5, 2019.
- Legal notice of the Cascade County Planning Board public hearing was published in the *Great Falls Tribune* on April 7, 2019 and April 14, 2019.
- The Planning Board held a public hearing during their meeting on April 16, 2019 and recommended approval with a vote of 6-0.
- Legal notice of the June 14, 2019 Cascade County Commission hearing was published in the

*Great Falls Tribune* on April 21, 2019 & April 28, 2019 and posted in 5 public places within or adjacent to the proposed district on April 30, 2019.

- First publishing of legal notice begins the 45-day period requirement before the Commissioner's meeting as required by MCA 76-2-205. The 45-day period was met on June 5, 2019.
- On June 14, 2019, the Cascade County Commission approved Resolution of Intention 19-37 to Amend County Zoning District Map (R0371788).
- Public Notice of Passage of Resolution of Intention to Amend County Zoning District Map was published in the *Great Falls Tribune* on June 30, 2019 and July 7, 2019.
- A 30-day protest period began at first publishing of this notice; this comment period ended on July 30, 2019.
- Under MCA section 76-2-205, the County Commissioners are authorized to adopt the final resolution approving the Zoning Change Application since there were no written objections received.

**A 30-day protest period as required by MCA 76-2-205 (5)(d) was implemented beginning after the first publication of legal notice published on June 30, 2019. No written protests were received from persons owning real property within the district. Therefore, the Board of County Commissioners may in its discretion adopt the resolution amending the zoning district within 30 days after the expiration of the protest period pursuant to MCA 76-2-205 (6).**

**RECOMMENDATION:** Adopt Resolution #19-49, a Resolution Amending County Zoning District Map as no written protests have been received, and the thirty (30) day protest period has passed.

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:** Mr. Chair, I move that the Commissioners **APPROVE** the adoption of Resolution #19-49, a Resolution Amending County Zoning District Map for parcel #0005606400 Geocode 02-2781-18-3-03-01-0000 and parcel #0005217600 Geocode 02-2781-19-1-02-01-0000, legally described as S18, T18 N, R07 E, in S1/2, Mk 1, and S19, T18 N, R07 E NE1/4 NW1/4 and NW1/4 NE1/4, from "A" Agricultural to "RR-5" Rural Residential 5 District, located in Sections 18 & 19, Township 18 North, Range 07 East, P.M.M., Cascade County, MT.

**MOTION TO DISAPPROVE:** Mr. Chair, I move that the Commissioners **REJECT** the adoption of Resolution #19-49, a Resolution Amending County Zoning District Map for parcel #0005606400 Geocode 02-2781-18-3-03-01-0000 and parcel #0005217600 Geocode 02-2781-19-1-02-01-0000, legally described as S18, T18 N, R07 E, in S1/2, Mk 1, and S19, T18 N, R07 E NE1/4 NW1/4 and NW1/4 NE1/4, from "A" Agricultural to "RR-5" Rural Residential 5 District, located in Sections 18 & 19, Township 18 North, Range 07 East, P.M.M., Cascade County, MT.

Attachments: Final Resolution  
Resolution of Intention  
Vicinity Map  
Affidavit of Publication

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA**

**RE: RESOLUTION AMENDING COUNTY  
ZONING DISTRICT MAP**

**Resolution 19-49**

WHEREAS, under the provision of Title 76, Chapter 2, Part 2, Montana Code Annotated, the Board of County Commissioners is authorized to adopt zoning regulations; and

WHEREAS, a Zoning District and Regulations therefore was created by Resolution passed by the Board of County Commissioners on April 26, 2005, as documented on Resolution 05-018 on file in the Office of the Clerk and Recorder of Cascade County; and

WHEREAS, since the passage of above-mentioned Resolution, a petition for change of zoning district classification from "A" Agricultural District to "RR5" Rural Residential 5 District classification for Parcel 0005606400 Geocode 02-2781-18-3-03-01-0000 and Parcel 0005217600 Geocode 02-2781-19-1-02-01-0000 located in Sections 18 & 19, Township 18 North, Range 07 East, P.M.M., Cascade County, Montana, legally described as S18, T18 N, R07 E, in S1/2, Mk 1, and S19, T18 N, R07 E NE1/4 NW1/4 and NW1/4 NE1/4 has been received; and

WHEREAS, in accordance with Section 76-2-204, Montana Code Annotated, and Section 14 of the Zoning Regulations, the Board of County Commissioners shall require the County Planning Board to act as a zoning commission to recommend boundaries and appropriate regulations for the various zoning districts; and

WHEREAS, legal notice of Planning Board public hearing regarding the zoning change application was published in the *Great Falls Tribune* on April 7 & 14, 2019; and

WHEREAS, the Cascade County Planning Board on April 16, 2019, held a public hearing to allow any interested party to speak for or against the requested change; and

WHEREAS the Cascade County Planning Board during the public hearing held April 16, 2019 discussed the above-mentioned rezoning application and passed a motion recommending the County Commissioners approve said Zoning Change Application; and

WHEREAS, the Cascade County Planning Board is performing in an advisory capacity to the Board of County Commissioners regarding zoning and has provided a written report to the County Commissioners regarding the above-mentioned Zoning Change Application; and

WHEREAS, legal notice of the Commissioners public hearing was published in the *Great Falls Tribune* on April 21 & April 28, 2019 and posted in five public places within or adjacent to the proposed district on April 30, 2019; and

WHEREAS, on June 14, 2019, the Board of County Commissioners passed a "Resolution of Intention to Amend County Zoning District Map" (R0371788); and,

WHEREAS, on June 30, 2019 and July 7, 2019, the Board of County Commissioners did cause to be published in the *Great Falls Tribune* a "Public Notice of Passage of Resolution of Intention to Amend County Zoning District Map"; and

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA

R0371788 CRS

Total Pages: 30 R D 00 By: mejohnson 06/14/2019 04:18:00 PM  
Cascade County: Rina Ft Moore - Clerk & Recorder

RESOLUTION OF INTENTION  
TO AMEND COUNTY ZONING DISTRICT MAP

RESOLUTION #19-37

WHEREAS, under the provision of Title 76, Chapter 2, Part 2, Montana Code Annotated, the Board of County Commissioners is authorized to adopt zoning regulations; and

WHEREAS, a Zoning District and Regulations therefore was created by Resolution passed by the Board of County Commissioners on April 26, 2005, as documented on Resolution #05-018, on file in the Office of the Clerk and Recorder of Cascade County; and

WHEREAS, since the passage of above-mentioned Resolution, a petition for change of zoning district classification from "A" Agricultural District to "RR5" Rural Residential 5 District classification for parcel 0005606400 located in Section 18, Township 18 North, Range 7 East and parcel 0005217600 located in Section 19, Township 18 North, Range 7 East P.M.M., Cascade County, Montana.

WHEREAS, in accordance with Section 76-2-204, Montana Code Annotated, and Section 14 of the Zoning Regulations, the Board of County Commissioners shall require the County Planning Board to act as a zoning commission to recommend boundaries and appropriate regulations for the various zoning districts; and

WHEREAS, legal notice of public hearing regarding the requested county zoning change was published in the *Great Falls Tribune* on April 21, 2019 and April 28, 2019; and

WHEREAS, the Cascade County Planning Board on April 16, 2019 held a public hearing to allow any interested party to speak for or against the requested change; and

WHEREAS the Cascade County Planning Board during the public hearing held April 16, 2019 discussed the above-mentioned rezoning application and passed a motion recommending the County Commissioners approve said rezoning application; and

WHEREAS, the Cascade County Planning Board is performing in an advisory capacity to the Board of County Commissioners regarding zoning and has provided a written report to the County Commissioners regarding the above-mentioned rezoning application

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Cascade County as follows:

There is hereby passed this Resolution of Intention to provide for the change of zoning district classification from "A" Agricultural District to "RR5" Rural Residential 5 District classification for parcel 0005606400 located in Section 18, Township 18 North, Range 7 East and parcel 0005217600 located in Section 19, Township 18 North, Range 7 East P.M.M., Cascade County, Montana as shown on Exhibit A attached hereto and by this reference incorporated herein.

The proposed County Zoning Map Change is on file for public inspection at the Office of the County Clerk and Recorder in and for Cascade County, Montana.

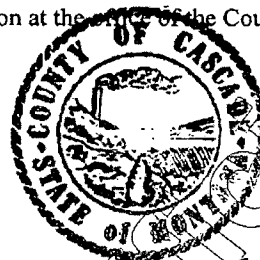
Dated this 14th day of June, 2019.

BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA

Joe Briggs, Chairman

James L. Larsen, Commissioner

Jane Weber, Commissioner



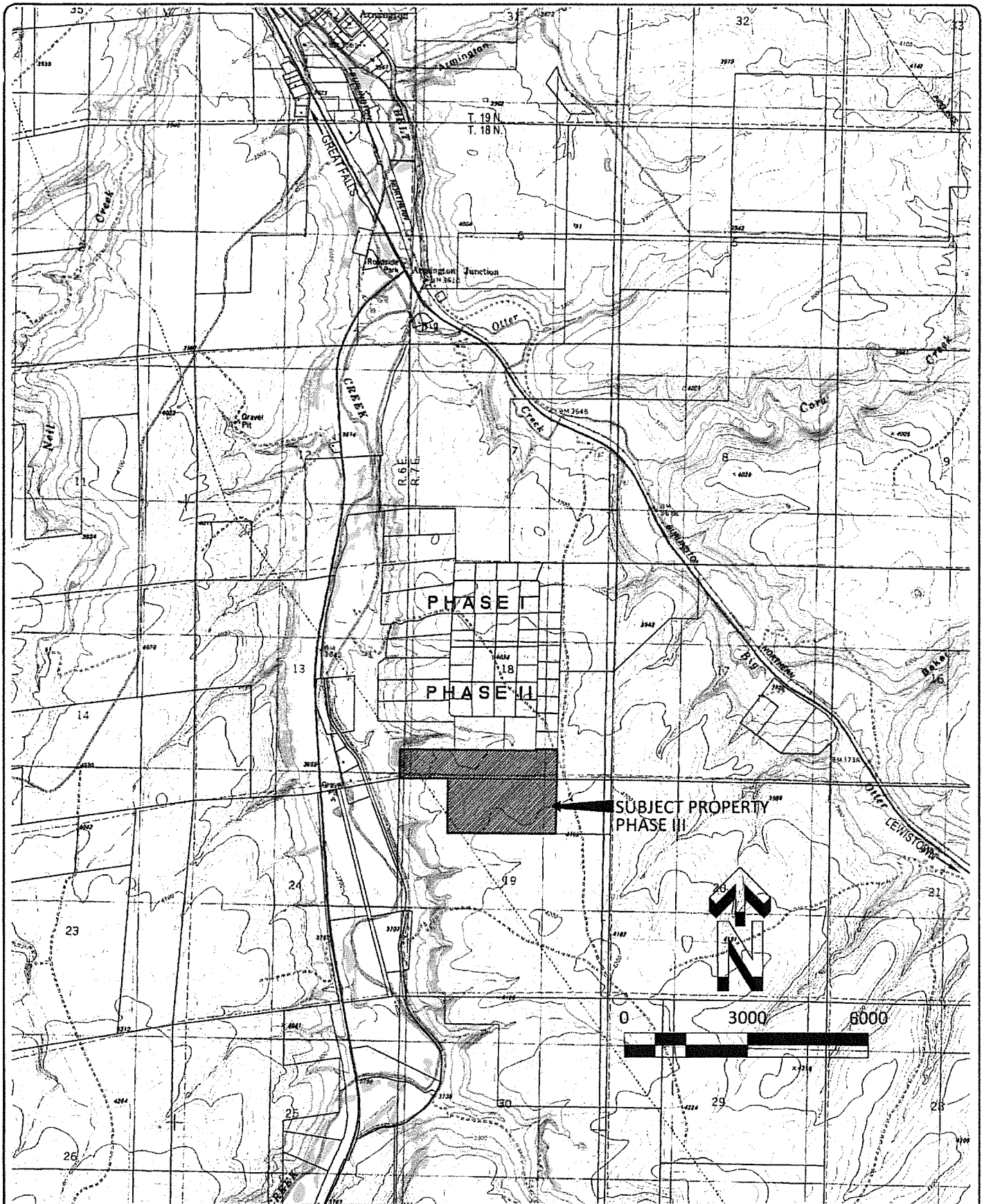
Rina Fontana Moore, Clerk & Recorder


APPROVED AS TO FORM:

Josh Racki, County Attorney

Deputy County Attorney

The County Attorney has provided advice and approval of the foregoing document language on behalf of the Board of Cascade County Commissioners, and not on behalf of other parties or entities. Review and approval of this document by the County Attorney was conducted solely from a legal perspective and for the exclusive benefit of Cascade County.



|   |   |  |  |                                       |                      |
|---|---|--|--|---------------------------------------|----------------------|
|  | <p>ENGINEERS - PLANNERS - DESIGNERS -<br/>LAND SURVEYORS - ENVIRONMENTAL SPECIALISTS</p> <p><b>BIG SKY CIVIL &amp;<br/>ENVIRONMENTAL, INC</b></p> | <p>1324 13th Ave. SW<br/>P.O. BOX 3625<br/>GREAT FALLS, MT 59403<br/>(406)727-2105 OFFICE<br/>(406)727-3656 FAX<br/>www.bigskyce.com</p> | <p><b>PROJECT:</b><br/>THE RANCHES<br/>AT BELT CREEK<br/>(PHASE III)</p> | <p><b>TITLE:</b><br/>VICINITY MAP</p> | <p><b>SHEET:</b></p> |
|---|---|--|--|---------------------------------------|----------------------|



# GREAT FALLS TRIBUNE

PART OF THE USA TODAY NETWORK

AFFIDAVIT OF PUBLICATION  
THE GREAT FALLS TRIBUNE  
205 RIVER DR S  
GREAT FALLS, MT 59405  
Phone: (406) 791-1444  
Toll Free (800) 438-6600

CAS CTY PLANNING DEPT  
121 4TH ST N STE 2H  
GREAT FALLS, MT 59401

FAL-6COL Legal

REFERENCE: FAL-003281 CASE NO:  
0003652721 RBC3 Rezone Resolution

I, being first duly sworn deposes and says that GREAT FALLS TRIBUNE COMPANY is a corporation duly incorporated under the laws of the State of Delaware, that the said GREAT FALLS TRIBUNE COMPANY is the printer and publisher of the GREAT FALLS TRIBUNE, a daily newspaper of general circulation of the County of Cascade, State of Montana, and that the deponent is the principal clerk of said GREAT FALLS TRIBUNE COMPANY, printer of the GREAT FALLS TRIBUNE, and that the advertisement here to annexed...

## PUBLIC NOTICE OF PASSAGE OF RESOLUTION OF INTENTION TO AMEND COUNTY ZONING DISTRICT MAP NOTICE IS HEREBY GIVEN that the

Has been correctly published 2 times in the regular and entire issue of said paper on the following dates:

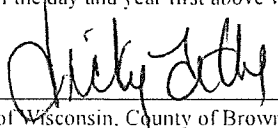
06/30/19, 07/07/19

  
LEGAL CLERK

7/11/19  
DATE

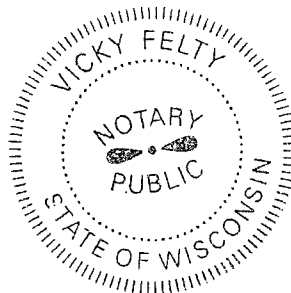
known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same.

In witness whereof, I have hereunto set my hand and affixed my Notarial Seal of the day and year first above written.

  
State of Wisconsin, County of Brown Notary Public

9-14-21  
Notary Expires

# of Affidavits: 1



## PUBLIC NOTICE OF

## PASSAGE OF RESOLUTION OF INTENTION

## TO AMEND COUNTY ZONING DISTRICT MAP

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Cascade County, Montana, did, on June 14, 2019, duly pass a "Resolution of Intention to Amend County Zoning District Map."

Said Resolution of Intention relates to a change of zoning district classification for property described as Parcel # 0005606400 and # 0005217600 located within Sections 18 & 19, Township 18 N, Range 7 E, P.M.M., Cascade County, Montana from "A" Agricultural to "RR5" Rural Residential 5.

The Resolution of Intention is on file for public inspection at the Office of the County Clerk and Recorder in and for Cascade County, Montana.

For thirty (30) days after the first publication of this notice, the Board of County Commissioners of Cascade County will receive written protests to the proposal to amend the County Zoning District Map.

## BOARD OF COUNTY COMMISSIONERS CASCADE COUNTY, MONTANA

/s/ Joe Briggs, Chair

/s/ Jim Larson, Commissioner

/s/ Jane Weber, Commissioner

ATTEST:

/s/ Clerk & Recorder

(3652721) 6/30, 7/7/19

MNAXLP

## Public Notices

## PUBLIC HEARING NOTICE

IT IS HEREBY GIVEN Resolution 10308 - A Resolution Levying and Assessing the Cost of Great Falls Park District Number 1 in the City of Great Falls, Montana for the Fiscal Year Beginning July 1, 2019 and Ending June 30, 2020 - will be brought before the Great Falls City Commission for public hearing in the Commission Chambers, Civic Center Building, 2 Park Drive South, Great Falls, Montana on Tuesday, August 6, 2019, at 7:00 o'clock p.m. Any interested person may appear and speak for or against said Resolution 10308 or submit in writing any comments to the City Clerk prior to or during the Commission Meeting. For further information contact the City Clerk's Office, 406-455-8451.

/s/ Lisa Kunz  
City Clerk

(3639620) 7/7, 7/14.

MNAXLP

## PUBLIC HEARING NOTICE

IT IS HEREBY GIVEN Resolution 10309 - A Resolution Levying and Assessing the Cost of Maintaining Special Improvement Lighting Districts (SLD's) Numbered 18, 650, 651, 912, 973, 1067A, 1105, 1230, 1255, 1261, 1269, 1270, 1289, 1290, 1294, 1295, 1296, 1297, 1298, 1302, 1303, 1304, 1305, 1306, 1308, 1309 and 1310 in the City of Great Falls, Montana for the Fiscal Year Beginning July 1, 2019 and Ending June 30, 2020 - will be brought before the Great Falls City Commission for public hearing in the Commission Chambers, Civic Center Building, 2 Park Drive South, Great Falls, Montana on Tuesday, August 6, 2019, at 7:00 o'clock p.m. Any interested person may appear and speak for or against Resolution 10309 or submit in writing any comments to the City Clerk prior to or during the Commission Meeting. For further information contact the City Clerk's Office, 406-455-8451.

/s/ Lisa Kunz  
City Clerk

(3639661) 7/7, 7/14.

MNAXLP

## Public Notices

## PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN that the City Commission of the City of Great Falls will conduct a public hearing on July 16, 2019, at 7:00 o'clock p.m. in the Commission Chambers, Civic Center, 2 Park Drive South, for the purpose of considering the 2019/2020 Business Improvement District Budget and Work Plan. Any interested person may appear and speak for or against said budget and/or work plan or submit in writing any comments to the City Clerk prior to or during the Commission Meeting. For further information contact the City Clerk's Office, 406-455-8451.

/s/ Lisa Kunz  
City Clerk

(3639593) 7/7.

MNAXLP

PUBLIC NOTICE NO. MT-19-15  
July 1, 2019

## PURPOSE OF PUBLIC NOTICE

The purpose of this notice is to state the Department's intention to issue a wastewater discharge permit to the facility listed in this notice. This permit is issued by the Department under the authority of 75-5-402, Montana Code Annotated (MCA); the Administrative Rules of Montana (ARM) 17.30.1301 et seq.; Montana Pollutant Discharge Elimination System (MPDES); and Sections 402 and 303 of the Federal Clean Water Act. The Water Protection Bureau has prepared a draft permit for the facility listed below. Copies of the draft permit, fact sheet, and environmental assessment are available upon request from the Water Protection Bureau or on the Department's website [www.dea.mt.gov](http://www.dea.mt.gov).

## APPLICANT INFORMATION

APPLICANT: ExxonMobil Corporation

FACILITY NAME: ExxonMobil - Billings Refinery

FACILITY LOCATION: 700 ExxonMobil Road, Billings, MT  
Yellowstone County

## Public Notices

RECEIVING WATER: Outfall 004; Diffuser to Yellowstone River

PERMIT NUMBER: MT0000477

DEQ is proposing a major modification for the MPDES permit MT0000477 for the ExxonMobil Billings Refinery. The permit modification includes the proposed installation of a single-point diffuser (Outfall 004) as an option to discharge treated refinery wastewater into the Yellowstone River. ExxonMobil will be allowed to discharge this wastewater from only one outfall at a time (001, 003, or 004). ExxonMobil provided a mixing zone study as part of their request for a source-specific mixing zone for ammonia, selenium, and hydrogen sulfide. DEQ found no Reasonable Potential for discharge from the proposed diffuser to cause or contribute to an exceedance of a standard for any of these parameters. The draft permit includes an effluent limit table containing the same limits as those for Outfall 003 and a monitoring table containing the same monitoring requirements as the other two outfalls.

## PUBLIC COMMENT

Public comments are invited ANYTIME PRIOR TO CLOSE OF BUSINESS August 1, 2019. Comments may be directed to the DEQ Water Quality Division, Water Protection Bureau, PO Box 20901, Helena, MT 59620. All comments received or postmarked PRIOR TO CLOSE OF BUSINESS August 1, 2019, will be considered in the formulation of final determinations to be imposed on the permits. If you wish to comment electronically, you may e-mail the Department at [DEQWPB@mt.gov](mailto:DEQWPB@mt.gov).

During the public comment period provided by the notice, the Department will accept requests for a public hearing. A request for a public hearing must be in writing and must state the nature of the issue proposed to be raised in the hearing (ARM 17.30.1373).

The Department will respond to all substantive comments and issue a final decision within six days of this notice or as soon as possible thereafter. Additional information may be obtained upon request by calling (406) 444-5546 or by writing to the aforementioned address. The complete administrative record, including permit application and other pertinent information, is maintained at the Water Protection Bureau office in Helena and is available for review during business hours.

(3651043) 7/7.

MNAXLP

## PUBLIC NOTICE

OF  
PASSAGE OF RESOLUTION  
OF INTENTION  
TO AMEND COUNTY ZONING  
DISTRICT MAP

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Cascade County, Montana, did, on June 14, 2019, duly pass a "Resolution of Intention to Amend County Zoning District Map."

Said Resolution of Intention relates to a change of zoning district classification for property described as Parcel # 0005608-000 and # 0005217600 located within Sections 18 & 19, Township 18 N., Range 7 E., P.M.M., Cascade County, Montana from "A" Agricultural to "RR5" Rural Residential 5.

The Resolution of Intention is on

## Public Notices

file for public inspection of the Office of the County Clerk and Recorder in and for Cascade County, Montana.

For thirty (30) days after the first publication of this notice, the Board of County Commissioners of Cascade County will receive written protests to the proposal to amend the County Zoning District Map.

BOARD OF  
COUNTY COMMISSIONERS  
CASCADE COUNTY,  
MONTANA

/s/ Joe Briggs, Chair

/s/ Jim Larson, Commissioner

/s/ Jane Weber, Commissioner

ATTEST:

/s/ Clerk &amp; Recorder

(3652721) 6/30, 7/7/19

MNAXLP

## Public Notices

SECTION 00 1650

INVITATION TO BID

Great Falls Public Schools will receive sealed bids until 3:00 p.m., local time, July 16, 2019, for fixtures, furnishings, and equipment (FF&E) for the Great Falls High School Addition, located in Great Falls, Montana. All bids should be mailed and received or delivered by the above time to the office of Brian Patrick, Director of Business Operations, Great Falls Public Schools, District Office Building, 1100 4th St. S., Great Falls, Montana 59405. Bids will be opened and read publicly at 3:00 p.m.

The work consists of supplying and installing furniture, appliances, and equipment. The drawings and specifications divide the work into five (5) bidding packages; Three (3) bidding packages related to furniture (O.C. and E), one package related to appliances and fixtures (M), and one related to shop equipment (S). Bidders may, at their option, submit bids for individual bidding packages, or all bidding packages.

Copies of the Drawings and Specifications will be available for review by qualified Bidders at the Montana Builders' Exchange and on the Montana Builder's Exchange website. Drawings and Specifications will be available July 1, 2019.

Each bidder shall have a current Montana Public Contractor's License of the proper class, as defined and set forth in the Montana Code Annotated. The project is also subject to Montana State Prevailing Wage Rate requirements, and the Montana Contractor's Gross Receipts tax requirements.

Each bid shall be accompanied by low bid monies of the United States or with a cashier's check, certified check, bank money order, or bank draft, in any case drawn and issued by a national bank, association or savings and loan association located in the State of Montana, or a bid bond or bonds executed by a surety corporation authorized to do business in the State of Montana, in an amount not less than ten percent (10%) of the total net bid, made payable to Great Falls Public Schools as a guarantee of complete compliance with the specifications. Bids shall be submitted on a photocopy of the form provided within the contract documents.

Great Falls Public Schools District reserves the right to reject any or all bids, to waive irregularities and to accept any bid, which it deems most advantageous.

By Order of

Great Falls Public School District

Great Falls, Montana

Brian Patrick

Director of Business Operations

(3649986) 6/30, 7/7/19

MNAXLP



Your Source

Public Notices

for the latest...

Legals

Your Source

Public Notices

for the latest...

Legals

NE45 ARCHITECTURE  
REQUEST FOR SUBCONTRACTOR BIDS

From ALL qualified contractors. Interested parties are invited to submit bids to provide, assemble, and install, FF&E for the Great Falls High School "Hub" Addition. The Owner is Great Falls Public Schools. Instructions to bidders and all other relevant information can be obtained by contacting NE45 Architecture or viewed at the Montana Builders Exchange.

The work consists of supplying and installing furniture, appliances, and equipment. The drawings and specifications divide the work into five (5) bidding packages; Three (3) bidding packages related to furniture, one package related to appliances and fixtures, and one related to shop equipment. Bidders may, at their option, submit bids for individual bidding packages, or all bidding packages. This work to be for the project known as:

Great Falls High School Addition Furniture, Fixtures, and Equipment (FF&amp;E)

Bids must be received by hand delivered, mail, or UPS/FedEx on or before:

July 16, 2019,  
3:00 pm

The Office of Brian Patrick  
Director of Business Operations  
Great Falls Public Schools  
District Office Building  
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Great Falls, Montana 59405

MT-000049292

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## Real Estate

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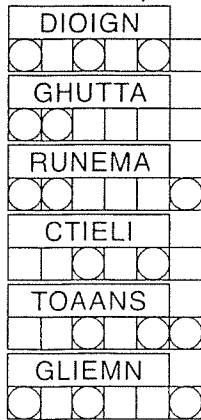
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## JUMBLE

## JUMBLE

Unscramble these Jumbles, one letter to each square, to form six ordinary words.



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PRINT YOUR ANSWER IN THE CIRCLES BELOW



THAT SCRAMBLED WORD GAME  
By David L. Hoyt and Jeff Knurck



Now arrange the circled letters to form the surprise answer, as suggested by the above cartoon.

## SUNDAY CROSSWORD PUZZLE

PREMIER Crossword

By Frank A. Longo

THREE OF A... 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18

**August 13, 2019**

**Agenda #2**

**Agenda Action Report**  
*Prepared for the*  
**Cascade County Commission**

|                         |  |
|-------------------------|--|
| <b>ITEM</b>             | <b>Public Meeting</b><br><b>Final Plat Approval of An Amended Plat of Lot 1B of The Amended Plat of The Amended Plat of Lot 1, Block 3, Riverwood Villas No.1 subsequent minor subdivision</b> |
| <b>INITIATED BY</b>     | <b>Lewis &amp; Sasha Card</b>  |
| <b>ACTION REQUESTED</b> | <b>Final Plat Approval for An Amended Plat of Lot 1B of The Amended Plat of The Amended Plat of Lot 1, Block 3, Riverwood Villas No.1 subsequent minor subdivision</b>                         |
| <b>PRESENTED BY</b>     | <b>Anna Ehnes, Planner</b>   |

---

**BACKGROUND:** Lewis and Sasha Card request final plat approval for An Amended Plat of Lot 1B of The Amended Plat of The Amended Plat of Lot 1, Block 3, Riverwood Villas No.1 subsequent minor subdivision consisting of two (2) residential lots, Lot 2 being 5.006 acres and Lot 3 being 5.003 acres. The property lies within the Suburban Residential Two (SR2) zoning district and the total acreage of the proposed site is 10.009 acres. Access to the proposed subdivision lots will be via two separate approaches off Highwood Drive, Cascade County Road and Bridge Division has approved residential approaches for both lots. The lots have been reviewed by the Department of Environmental Quality for water and wastewater approvals. This received preliminary plat approval by the County Commission on July 18, 2019. The preliminary plat approval had ten (10) conditions that needed to be met prior to final plat approval and they are listed below:

1. Having the developer's surveyor correct any errors or omissions on the preliminary plat;
2. Causing to be prepared certificates of title of the land in the subdivision to be recorded in conjunction with the final plat;
3. Submitting with the plat a certificate of a title abstracter showing the names of the owners of record of the land and the names of lien holders or claimants of record against the land (76-3-612 Montana Code Annotated (2017)).
4. Causing to be recorded in conjunction with the final plat the covenants of the Subsequent Minor Plat that contain, at a minimum, a noxious weed control program and an erosion control program.

5. Causing to be recorded in conjunction with the final plat, an agreement requiring property owners of each subdivision tract to take part in any Rural Special Improvement District (RSID) for the reconstruction, improvement or perpetual maintenance of Fox Farm Road, Highwood Drive or any other road that can be used to access these lots as determined by Cascade County, provided that all other property owners served by said road share equitably in such an RSID. This waiver will expire 20 years after the date the final plat is filed with Cascade County. This statement of waiver shall be placed on the final plat.
6. Causing to be recorded on the plat a statement concerning limited public services.
7. Causing to be recorded on the plat an Agricultural Notification Statement.
8. Pursuant to 7-22-2152 Montana Code Annotated (2017), submitting a written plan to the Cascade County Weed and Mosquito Board specifying the methods for weed management procedures with regards to this development.
9. Obtaining approval for the proposed water and sewage disposal systems from state and/or local health departments.
10. Obtaining any necessary approach permits from the Road and Bridge Division of the Cascade County Public Works Department for the new approach onto Highwood Drive.

**CONCLUSION:** The proposed subdivision meets the requirements of the Cascade County Subdivision Regulations, as well as Montana's Subdivision and Surveying Laws and Regulations and the applicant has fulfilled all the conditions of approval.

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO DENY:** I move that the Commissioners, after consideration of the Staff Report and Findings of Fact **deny** The Final plat for An Amended Plat of Lot 1B of The Amended Plat of The Amended Plat of Lot 1, Block 3, Riverwood Villas No.1 subsequent minor subdivision.

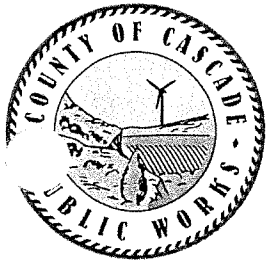
**MOTION TO APPROVE:** I move that the Commissioners after consideration of the Staff Report and Findings of Fact **approve** The Final plat for An Amended Plat of Lot 1B of The Amended Plat of The Amended Plat of Lot 1, Block 3, Riverwood Villas No.1 subsequent minor subdivision due to the ten (10) conditions being met.

cc: Lewis & Sasha Card, Big Sky Civil & Environmental Inc.

Attachments:

Final Plat Application

Documentation of the conditions being met



# Subdivision Final Plat Approval Form

Cascade County Public Works Department  
Planning Division  
121 4<sup>th</sup> St No, STE 2H/I, Great Falls MT 59401  
Phone: 406-454-6905 Fax: 406-454-6919

## OFFICE USE ONLY

Application #: \_\_\_\_\_

Fee for Major: \$400

Date Form Received: 7/24/19

Payment: Check (#) 7033 Cash \_\_\_\_\_ N/A \_\_\_\_\_

Type of Subdivision: Sub. Minor

Final Approval/Rejection Date: \_\_\_\_\_

Date: 7/18/19

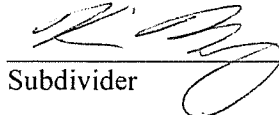
1. Name of Subdivision: An Amended Plat of Lot 1B of the Amended Plat of the Amended Plat of Lot 1, Block 3, Riverwood Villas #1
2. Location: SW ¼ NW ¼ Section 2 Township 19N Range 3E  
For Amended Plats: Lot(s) 1B Block(s) 3 Subdivision: Riverwood Villas #1
3. Name of Subdivider: Lewis & Sasha Card  
  
Mailing Address: 30 Highwood Drive  
  
City: Great Falls State: MT Zip: 59404 Phone #: 406-788-4323
4. Name, address and telephone number of persons of firms providing services and information (e.g.: surveyor, engineer, designer, planning consultant, attorney)  
  
Name of Representative(s): Kevin May, P.E. – Big Sky Civil & Environmental, Inc.  
  
Mailing Address: PO Box 3625  
  
City: Great Falls State: MT Zip: 59403 Phone #: 406-727-2185
5. Descriptive Data:
  - a. Gross area in acres: 10.008 acres
  - b. Number of lots or rental spaces: 2
  - c. Existing zoning or other regulations: Suburban Residential Two (SR2)
6. Date Preliminary Plat Approved: July 18, 2019
7. Any Conditions? Yes - 10 (If Yes, attach list of conditions.)
8. Any Deed restrictions or covenants? Refer to ex. Riverwood Villas No. 1 & Appendix N of the subdivision application. (If Yes, attach a copy.)

9. All improvements installed? N/A (If No, attach subdivision improvements agreement or guarantees.)

10. List of materials submitted with this final plat approval form:

- a. Draft Final Plat
- b. Conditions of Approval – Addressed
- c. DEQ Approval Letter - Pending
- d. \_\_\_\_\_
- e. \_\_\_\_\_
- f. \_\_\_\_\_

I do hereby certify that all the statements and information to include those contained in all exhibits transmitted herewith are true. I hereby apply to the Board of Commissioners of Cascade County for approval of the final plat.

 \_\_\_\_\_ (Big Sky Civil & Environmental, Inc. – For Lewis & Sasha Card)  
Subdivider

Card Subsequent Minor Subdivision

An Amended Plat of Lot 1B of the Amended Plat of the Amended Plat of Lot 1, Block 3,  
Riverwood Villas No. 1

Cascade County Commission Approval Conditions & Responses

7/23/19

Included below are the ten (10) conditions of approval as detailed by the Cascade County Commission during their July 18, 2019 commission meeting followed by the response relative to each condition showing how the developer has met the condition.

*1. Having the developer's surveyor correct any errors or omissions on the preliminary plat;*

Response: Refer to attached Draft Final Plat.

*2. Causing to be prepared certificates of title of the land in the subdivision to be recorded in conjunction with the final plat;*

Response: Refer to Appendix K of the subdivision application package.

*3. Submitting with the plat a certificate of a title abstracter showing the names of the owners of record of the land and the names of lien holders or claimants of record against the land (MCA 76-3-612).*

Response: Refer to Appendix K of the subdivision application package.

*4. Causing to be recorded in conjunction with the final plat the covenants of the Subsequent Minor Plat that contain, at a minimum, a noxious weed control program and an erosion control program.*

Response: Refer to Appendix H and Appendix N of the subdivision application package.

*5. Causing to be recorded in conjunction with the final plat, an agreement requiring property owners of each subdivision tract to take part in any Rural Special Improvement District (RSID) for the reconstruction, improvement or perpetual maintenance of Fox Farm Road, Highwood Drive or any other road that can be used to access these lots as determined by Cascade County, provided that all other property owners served by said road share equitably in such an RSID. This waiver will expire 20 years after the date the final plat is filed with Cascade County. This statement of waiver shall be placed on the final plat.*

Response: Refer to attached Draft Final Plat.

*6. Causing to be recorded on the plat a statement concerning limited public services.*

Response: Refer to attached Draft Final Plat.

*7. Causing to be recorded on the plat an Agricultural Notification Statement.*

Response: Refer to attached Draft Final Plat.

*8. Pursuant to 7 -22-2152 M.C.A., submitting a written plan to the Cascade County Weed and Mosquito Board specifying the methods for weed management procedures with regards to this development.*

Response: Refer to Appendix H of the subdivision application package.

*9. Obtaining approval for the proposed water and sewage disposal systems from state and/or local health departments.*

Response: Refer to attached DEQ COSA (pending).

*10. Obtaining any necessary approach permits from the Road and Bridge Division of the Cascade County Public Works Department for the new approach onto Highwood Drive.*

Response: Refer to Appendix L of the subdivision application package.



## CLTA GUARANTEE

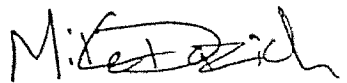
ISSUED BY  
STEWART TITLE GUARANTY COMPANY  
a corporation, herein called the Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.

### GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

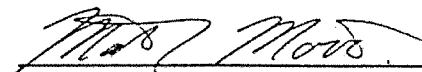
Countersigned by:



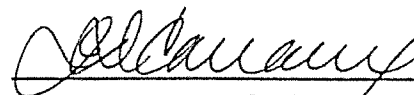
Authorized Countersignature

Mountain Title Company  
325 1st Avenue North  
PO Box 2112  
Great Falls, MT 59401  
Agent ID: 260074

**stewart**  
title guaranty company



Matt Morris  
President and CEO



Denise Carraux  
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such Purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of the indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its option under Paragraph 5, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To Pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

8. **Determination and Extent of Liability** – This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

9. **Limitation of Liability** –

- (a) If the Company establishes the title or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

10. **Reduction of Liability or Termination of Liability** – All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. **Payment of Loss**

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

12. **Subrogation Upon Payment or Settlement** – Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest and costs of collection.

13. **Arbitration** – Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

14. **Liability Limited to This Guarantee; Guarantee Entire Contract** –

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

5. **Notices, Where Sent** – All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P.O. Box 2029, Houston, Texas 77252-2029.

File No.: 49267

Guarantee No.: G-0000-562886518

SUBJECT TO:

1. General taxes for the year 2019 which are a lien not yet due and payable.
2. General taxes for the year 2018 are as follows:

|              |            |                   |
|--------------|------------|-------------------|
| First Half   | \$2,254.39 | Status: PAID      |
| Second Half  | \$2,254.37 | Status: NOT PAID  |
| SID's:       | \$319.49   | Included in total |
| City         | NONE       | Included in total |
| Total        | \$4,508.76 |                   |
| Receipt No.: | 30816      |                   |
| Parcel No.:  | 0002202600 |                   |

**(COVERS SAID PREMISES & OTHER PROPERTY)**
3. Said property is within the boundaries of the Cascade County Rural Solid Waste District, created by resolution filed May 28, 1971, under Misc. File No. 5284, records of Cascade County, Montana, and will be subject to any levies or assessments thereof.
4. Said property is within the boundaries of the GORE HILL FIRE DISTRICT, and is subject to any levies or assessments thereof.
5. Special Improvement District #37, for Fox Farm Paving, now a lien, payable in the amount shown in the tax exception above.
6. Deed of Trust executed by LEWIS ALAN CARD, also known as LEWIS CARD, as Grantor, FIRST AMERICAN TITLE COMPANY, as Trustee, and STOCKMAN BANK OF MONTANA, as Beneficiary, dated September 5, 2018, recorded September 13, 2018, Document R0360969, records of Cascade County, Montana, given to secure payment of a note for \$355,988.30, together with interest thereon.  
**Rerecorded** December 28, 2018, on Document R0365342, records of Cascade County, Montana.
7. Deed of Trust executed by LEWIS A. CARD and SASHA R. CARD, joint tenants, as Grantor, FIRST AMERICAN TITLE COMPANY, as Trustee, and STOCKMAN BANK OF MONTANA, as Beneficiary, dated January 28, 2019, recorded January 28, 2019, Document R0366334, records of Cascade County, Montana, given to secure payment of a note for \$324,000.00, together with interest thereon.
8. Declaration of Homestead executed by LEWIS A. CARD and SASHA R. CARD, recorded January 28, 2019, on Document R0366335, records of Cascade County, Montana.
9. Matters contained in Declaration of Covenants, Conditions, and Restrictions executed by TRANS-MONTANA CORPORATION, as recorded May 17, 1978 on Reel 123 and Document 302, records of Cascade County, Montana.
10. Matters contained in Special Warranty Deed executed by TRANS-MONTANA CORPORATION to DANIEL R. WALKER and GLORIA C. WALKER, husband and wife, as recorded February 5, 1981 on Reel 143 and Document 1068, records of Cascade County, Montana.
11. Matters contained in Right-of-Way Easement executed by DANIEL R. WALKER to THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, as recorded March 12, 1987 on Reel 191 and Document 79, records of Cascade County, Montana.
12. Matters contained in Temporary Construction Easement executed by NANCY D. WALKER to

## STG Privacy Notice Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

| Reasons we can share your personal information.  | Do we share | Can you limit this sharing?   |
|--|-------------|---|
| <b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.  | Yes         | No  |
| <b>For our marketing purposes</b> — to offer our products and services to you.   | Yes         | No  |
| <b>For joint marketing with other financial companies</b>  | No          | We don't share  |
| <b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i> | Yes         | No  |
| <b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.   | No          | We don't share  |
| <b>For our affiliates to market to you</b> — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.  | Yes         | Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591. |
| <b>For non-affiliates to market to you.</b> Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.  | No          | We don't share  |

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

### SHARING PRACTICES

|  |   |
|--|---|
| <b>How often do the Stewart Title Companies notify me about their practices?</b> | We must notify you about our sharing practices when you request a transaction.  |
| <b>How do the Stewart Title Companies protect my personal information?</b>       | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.   |
| <b>How do the Stewart Title Companies collect my personal information?</b>       | <p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>▪ request insurance-related services</li> <li>▪ provide such information to us</li> </ul> <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p> |
| <b>What sharing can I limit?</b>   | Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.  |

**Contact us:** If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

**AN AMENDED PLAT OF LOT 1B  
OF THE AMENDED PLAT OF THE AMENDED PLAT OF LOT 1, BLOCK 3,  
RIVERWOOD VILLAS NO. 1  
CASCADE COUNTY, MONTANA**

**HOA DOCUMENTS & COVENANTS  
APRIL 2019**

Lot 3 (previously referred to as Lot 1B of the Riverwood Villas #1) is currently included within the original HOA associated with the Riverwood Villas #1 subdivision and will continue to be included within the original HOA. Lot 2 will also be included in the original HOA.

A new HOA and subdivision covenants will not be required for this minor subdivision as both parcels have direct access to County-owned public roadways and no facilities (utility, services, ect.) are required to be shared by either lot in order to benefit the other.

reserve fund for maintenance, repairs, and replacement of these Common Elements; and, for provision of minimal fire protection for the Properties in the event a Fire Protection District providing protection for the Properties is not created.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Dollars (\$ 100.00 ) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first

pursuant to Section 32-3101 et seq., Revised Codes of Montana, 1947, for improvements to Fox Farm Road immediately adjacent to Rolling Hills Estates, a subdivision located in Cascade County, Montana.

Section 3. Improvement District - Utilities. In behalf of the Association and the Owners of all Properties described herein, Declarant hereby waives any right to protest the formation of a properly created Special or Rural Improvement District for construction of water and sewer mains to serve the Properties.

#### ARTICLE VI

##### USE RESTRICTIONS

Section 1. Single Family Dwellings. No building whatsoever except a single-family private residence, a garage for the automobiles of the occupants of such residence, and such barns or buildings as are appropriate and necessary for the keeping of such livestock as herein permitted, shall be erected, placed or permitted on any Lot.

Section 2. No Commercial Use. There shall be no use of the real property or any building constructed thereon for industrial, commercial, or business use, and by way of illustration, and not by way of limitation, no signs, motels, bars, restaurants, feed yards, chicken farms or commercial dog kennels, shall be permitted on the Property.

Section 3. Animals. No more than one horse per two acres of non-irrigated land, or one horse per acre of irrigated land, shall be raised or kept on the property. No other animals, livestock, pigs, unconfined poultry or creatures of any kind shall be raised, bred or kept on any Lot. However, dogs, cats or other household pets may be kept in reasonable numbers provided they are confined to the Lot of their owner or are under leash or other comparable restraint. Household pets may not be kept, bred or maintained for any commercial purpose.

Section 4. Storage Of Equipment. The Property shall not be used for the storage for any inoperable vehicle or farm machinery, nor shall it be used for storage of any articles of any quantity in excess of the immediate needs and personal use of the landowner.

Section 5. Commercial Vehicles. No Lot shall be used for the parking or storage of any commercial trucks, large commercial vehicles, or other heavy equipment, except as may be necessary during reasonable periods of construction.

Section 6. Recreational Equipment. All campers, trailers, motor homes, and the like shall only be parked on the Lots or Common Area. In no event shall such equipment be parked on the street. The Association Board of Directors, at its discretion, may require that all vehicles and equipment be parked in a portion of the common area to be designated by the Board, except for vehicles used for personal transportation on a regular basis..

Section 7. Offensive Activity.

- (a) No noxious or offensive activity shall be carried on upon any portion of said land, nor shall anything be done thereon which may be, or may become, an annoyance to the neighborhood.
- (b) No fireworks of any kind may be bought, brought into, discharged or stored on the Property.

Section 3. Sewer And Water Main Construction, Sharing Cost. All of the owners of land subject to these covenants, and all those persons claiming under them, agree to share proportionately in the cost of construction of sewer or water mains for said lands, including irrigation water, when and if such construction becomes necessary or the requisite statutory number of Lot Owners petition for said improvements, or any of them, and waive the right of protest of the creation of a special improvement district for the same.

Section 4. Easements. Insofar as utility easements within the exterior boundary of any Lot are concerned, it is specifically understood that at no time will patios, barbecues, or other permanent structures be erected upon any such easement strip. Further, other than lawns, no perennials, including by way of illustration, and not by way of limitation, trees, shrubs, or hedges shall be planted in any easement strip. Annuals, however, shall not be prohibited on these easements. Further, other than fencing and utility installations themselves, no other permanent construction of any kind shall be permitted in the easement strip. Fencing of a permanent nature shall be permitted, subject, however, that it shall be of a type that is designed to be easily and quickly removable in the form of panels, gates or other similar units of construction; fence posts or other supporting members shall not be set in concrete or other permanent footing, to the end that there shall be a method of access to the utilities throughout the said easement strips for the purposes of installation, maintenance, repairs, alteration and removal as may be required.

#### ARTICLE IX

##### GENERAL PROVISIONS

Section 1. Differences In Standards Required By Zoning Authority And These Covenants. If ever there should be any difference in the standards required to be maintained as between any zoning authority, be it city, county or state, and these covenants, then in such event, adherence shall be required to the higher of the two standards imposed.

Section 2. Effects Of Covenants On Mortgage. A breach of any of the foregoing provisions, conditions, restrictions or covenants, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value on any Lot, or portion of any Lot, and any improvements thereon, but said provisions, conditions, restrictions and covenants shall be binding upon and effective against any owner thereof whose title thereto was acquired by foreclosure, trustee sale or otherwise.

Section 3. Incorporation By Reference. In any conveyance of any of the lands covered hereby, it shall be sufficient to insert a provision therein to the effect that the conveyance is subject to the restrictions and covenants contained in this document, without setting forth such restrictions and covenants verbatim or in substance in such conveyance.

Section 4. Enforcement. Enforcement of these covenants shall be by procedure at law or in equity against any person or persons violating or attempting to violate any covenants, and the legal proceedings may be either to restrain the



ARTICLE XI.

CONFLICTS

In case of any conflict between this Declaration and the Articles of Incorporation or Bylaws of the Association, this Declaration shall control.

ARTICLE XII.

CAPTIONS

The titles or headings of the Articles or paragraphs of this Declaration are not a part hereof and shall have no affect upon the construction or interpretation of any part hereof.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hands and seal this 29<sup>th</sup> day of March, 1978.

TRANS-MONTANA CORPORATION  
Declarant

BY: Catherine B. Kulie  
President

(CORPORATE SEAL)

ATTEST:

Charles W. Kulie  
Secretary

STATE OF MONTANA     )  
                              : ss.  
County of Cascade    )

On this 29<sup>th</sup> day of March, 1978, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Catherine B. Kulie, known to me to be the president of the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affix my official seal the day and year in this certificate first above written.

Esther M. De Vault  
Notary Public for the State of Montana  
Residing at: Sunt Falls.  
My commission expires: May 25, 1979

(NOTARIAL SEAL)

Condition 4/8  
Condition 8

## PROPOSED NOXIOUS WEED MANAGEMENT PLAN

In accordance with 7-22-2123 (4) MCA, A person is considered in compliance if he submits and the Board accepts a proposal to undertake specified control measures, and is in compliance for so long as he performs according to the terms of the proposal.

- Noxious weeds requiring management with approximate size of infestations: None observed at time of inspection
- Location: Township 19N Range 3E Section 2 GEO Code 02-2892-02-3-01-30-0000  
Sub-division Riverwood Villas #1 Block 3 Lot 1  
*\*Attach map of plat, or sketch of the property with weed infestations shown\**
- Number of years to implement management plan: X 1 year        3 years        5 years
- Specified control measures: If ground disturbing occurs, manage any weeds that become present immediately after and 1 year after disturbance

✓ Chemical: Mark which chemical(s) will be used, or write chemical(s) here: \_\_\_\_\_

| E = excellent<br>G = good<br>F = fair<br><br>- = not tested / not recommended<br><br><i>*Results may be variable*</i> | 2,4-D | Escort<br>(metasulfuron methyl) | Tordon<br>(picloram)<br><small>RESTRICTED USE PESTICIDE</small> | Perspective<br>(aminocyclopyrachlor) | Milestone<br>(aminopyralid) | Plateau<br>(imazapic) | Telar<br>(chlorosulfuron) | SpeedZone or E2<br>(2,4-D + dicamba) | Roundup<br>(glyphosate) |
|---|-------|---------------------------------|---|--------------------------------------|-----------------------------|-----------------------|---------------------------|--------------------------------------|-------------------------|
| Spotted Knapweed  | G     | -                               | E   | G                                    | E                           | -                     | -                         | G                                    | F                       |
| Diffuse Knapweed  | F     | -                               | E   | G                                    | E                           | -                     | -                         | F                                    | F                       |
| Russian Knapweed  | -     | F                               | E   | G                                    | E                           | G                     | F                         | F                                    | -                       |
| Leafy Spurge  | F     | -                               | G   | G                                    | -                           | G                     | -                         | F                                    | G                       |
| Dalmation Toadflax*   | -     | F                               | G   | G                                    | -                           | G                     | G                         | -                                    | -                       |
| Canada Thistle  | F     | F                               | E   | E                                    | E                           | -                     | G                         | F                                    | G                       |
| Field Bindweed  | F     | F                               | G   | G                                    | -                           | G                     | -                         | F                                    | F                       |
| Whitetop  | F     | E                               | -   | G                                    | -                           | G                     | E                         | F                                    | F                       |
| Houndstongue  | F     | E                               | G   | G                                    | -                           | G                     | G                         | G                                    | F                       |
| Hoary Alyssum   | F     | E                               | -   | -                                    | -                           | -                     | -                         | F                                    | F                       |
| Oxeye Daisy   | F     | E                               | G   | -                                    | E                           | -                     | -                         | F                                    | F                       |

Cultural/Physical: Explain. \_\_\_\_\_

Biological: As an integrated component of overall management. Explain. \_\_\_\_\_

- Who will be doing the control work? Self X Commercial contractor \_\_\_\_\_
- Dates control measures will be carried out each year: If & when weeds become present
- Are there any environmentally sensitive areas? Yes If so describe: Many trees and shrubs

*If weeds are not managed as above, this further authorizes Cascade County Weed and Mosquito Management District to implement this plan.*

Dated this 4th day of April 2018.

Weed District Accept: (yes) (no)

Weed District Signature: \_\_\_\_\_

I acknowledge and agree to the foregoing provisions:

Signature Nancy Walker

Name Nancy Walker

Mailing Address 8 Highwood Drive

City Great Falls State MT Zip 59404



July 29, 2019

Kevin May  
Big Sky Civil & Environmental Company  
PO Box 3625  
Great Falls MT

RE: The Amended Plat of Lot 1B of the Amended  
Plat of the Amended Plat of Lot 1 Block 3  
Riverwood Villas #1  
Cascade County  
E.Q. #19-1813

Dear Mr. May:

The plans and supplemental information relating to the water supply, sewage, solid waste disposal, and storm drainage (if any) for the above referenced division of land have been reviewed as required by ARM Title 17 Chapter 36(101-805) and have been found to be in compliance with those rules.

Two copies of the Certificate of Subdivision Plat Approval are enclosed. The original is to be filed at the office of the county clerk and recorder. The duplicate is for your personal records.

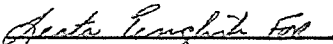
Development of the approved subdivision may require coverage under the Department's General Permit for Storm Water Discharges Associated with Construction Activity, if your development has construction-related disturbance of one or more acre. If so, please contact the Storm Water Program at (406) 444-3080 for more information or visit the Department's storm water construction website at <http://www.deq.state.mt.us/wqinfo/MPDES/StormwaterConstruction.asp>. Failure to obtain this permit (if required) prior to development can result in significant penalties.

In addition, your project may be subject to Federal regulations relating to Class V injection wells. Please contact the United States Environmental Protection Agency regarding specific rules that may apply.

Your copy is to inform you of the conditions of the approval. Please note that you have specific responsibilities according to the plat approval statement primarily with regard to informing any new owner as to any conditions that have been imposed.

If you have any questions, please contact this office.

Sincerely,

  
Rachel Clark, Supervisor  
Subdivision Review Section

RC/le

cc: County Sanitarian  
County Planning Board (e-mail)  
Owner

STATE OF MONTANA  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
CERTIFICATE OF SUBDIVISION PLAT APPROVAL  
(Section 76-4-101 et seq.)

TO: County Clerk and Recorder  
Cascade County  
Great Falls, Montana

E.Q. # 19-1813  
County # 2571

THIS IS TO CERTIFY THAT the plans and supplemental information relating to the subdivision known as **The Amended Plat of Lot 1B of the Amended Plat of the Amended Plat of Lot 1, Block 3, Riverwood Villas #1,**

**Located in Section 2, Township 19N, Range 03E, PMM, Cascade County, Montana,**  
(see Exhibit A for metes and bounds),

consisting of two lots have been reviewed by personnel of the Water Quality Division, and,

THAT the documents and data required by ARM Chapter 17 Section 36 have been submitted and found to be in compliance therewith, and,

THAT this Certificate supersedes the Certificate of Subdivision Approval #18-1713 for Lot 1B, and,

THAT the approval of the COS is made with the understanding that the following conditions shall be met:

THAT that the lot sizes as indicated on the COS to be filed with the county clerk and recorder will not be further altered without approval, and,

THAT each lot shall be used for one living unit, and,

THAT when the existing water supply system on Lot 3 (formerly 1B) is in need of extensive repairs or replacement it shall be replaced by a well drilled to a minimum depth of 25 feet constructed in accordance with the criteria established in Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM and the most current standards of the Department of Environmental Quality, and

THAT when the existing sewage treatment system on Lot 3 is in need of extensive repairs or replacement it shall be replaced by a septic tank and subsurface drainfield of such size and description as will comply with Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM, and,

THAT the individual water system for Lot 2 will consist of a well drilled to a minimum depth of 25 feet constructed in accordance with the criteria established in Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM and the most current standards of the Department of Environmental Quality, and,

THAT the individual sewage treatment system for Lot 2 will consist of a septic tank and subsurface drainfield of such size and description as will comply with Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM, and,

THAT the subsurface drainfield shall have an absorption area of sufficient size to provide for an application rate of 0.4 gpd/ft sq., and,

THAT the bottom of the drainfield shall be at least four feet above the water table, and,

THAT no sewage treatment system shall be constructed within 100 feet of the maximum highwater level of a 100 year flood of any stream, lake, watercourse, or irrigation ditch, nor within 100 feet of any domestic water supply source, and,

THAT water supply systems, sewage treatment systems and storm drainage systems will be located as shown on the approved plans, and,

THAT the stormwater flow for Lot 2 will be controlled through a 613 cf volume onsite retention storage swale as designed by Big Sky Civil and Environmental engineer, Kevin May, as shown and located on the lot layout, and,

THAT the stormwater flow for Lot 3 will be controlled through a 525 cf volume onsite retention storage swale as designed by Big Sky Civil and Environmental engineer, Kevin May, as shown and located on the lot layout, and,

THAT the developer and/or owner of record shall provide the purchaser of property with a copy of the COS, approved location of water supply, sewage treatment system and storm drainage structures as shown on the attached lot layout, and a copy of this document, and,

THAT instruments of transfer for this property shall contain reference to these conditions, and,

THAT plans and specifications for any proposed sewage treatment systems will be reviewed, approved, and permitted by the county health department and will comply with local regulations and ARM, Title 17, Chapter 36, Subchapters 3 and 9, before construction is started.

THAT departure from any criteria set forth in the approved plans and specifications and Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM when erecting a structure and appurtenant facilities in said subdivision without Department approval, is grounds for injunction by the Department of Environmental Quality.

Pursuant to Section 76-4-122 (2)(a), MCA, a person must obtain the approval of both the State under Title 76, Chapter 4, MCA, and local board of health under section 50-2-116(1)(i), before filing a subdivision plat with the county clerk and recorder.

YOU ARE REQUESTED to record this certificate by attaching it to the COS filed in your office as required by law.

DATED this 23<sup>rd</sup> day of July, 2019.

Shaun McGrath  
DIRECTOR

By: Janet Skarland for

Rachel Clark, Supervisor  
Public Water and Subdivisions Section  
Engineering Bureau  
Water Quality Division  
Department of Environmental Quality

By: Bruce Treis

Bruce Treis, RS  
Cascade City-County Health Department  
Environmental Health Division

Owner's Name: Lewis and Sasha Card

Exhibit A

**LEGAL DESCRIPTION:**

COMMENCING AT THE QUARTER CORNER COMMON TO SECTIONS 2 AND 3, T. 19 N., R. 3 E., P.M.M., WHICH IS A FOUND MAGNETIC NAIL AS PER C.C.R.F. [F0014273]; THENCE ALONG THE EAST-WEST MIDSECTION LINE OF SECTION 2, S89°29'25"E A DISTANCE OF 30.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE FOR FOX FARM ROAD; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, N01°07'11"W A DISTANCE OF 645.70 FEET TO AN ANGLE POINT; THENCE DEPARTING THE EAST RIGHT-OF-WAY LINE OF FOX FARM ROAD, S89°12'53"E A DISTANCE OF 680.24 FEET TO AN ANGLE POINT, SAID POINT IS ALSO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE S89°12'53"E A DISTANCE OF 681.66 FEET TO AN ANGLE POINT; THENCE N00°35'09"W A DISTANCE OF 638.67 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF HIGHWOOD DRIVE; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, N89°11'37"W A DISTANCE OF 683.37 FEET TO AN ANGLE POINT; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, S00°42'44"E A DISTANCE OF 632.99 FEET TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN, CONTAINING 10.009 ACRES, AND;

RECEIVED

JUL 25 2019

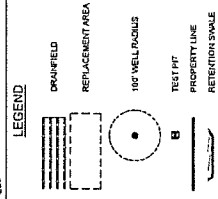
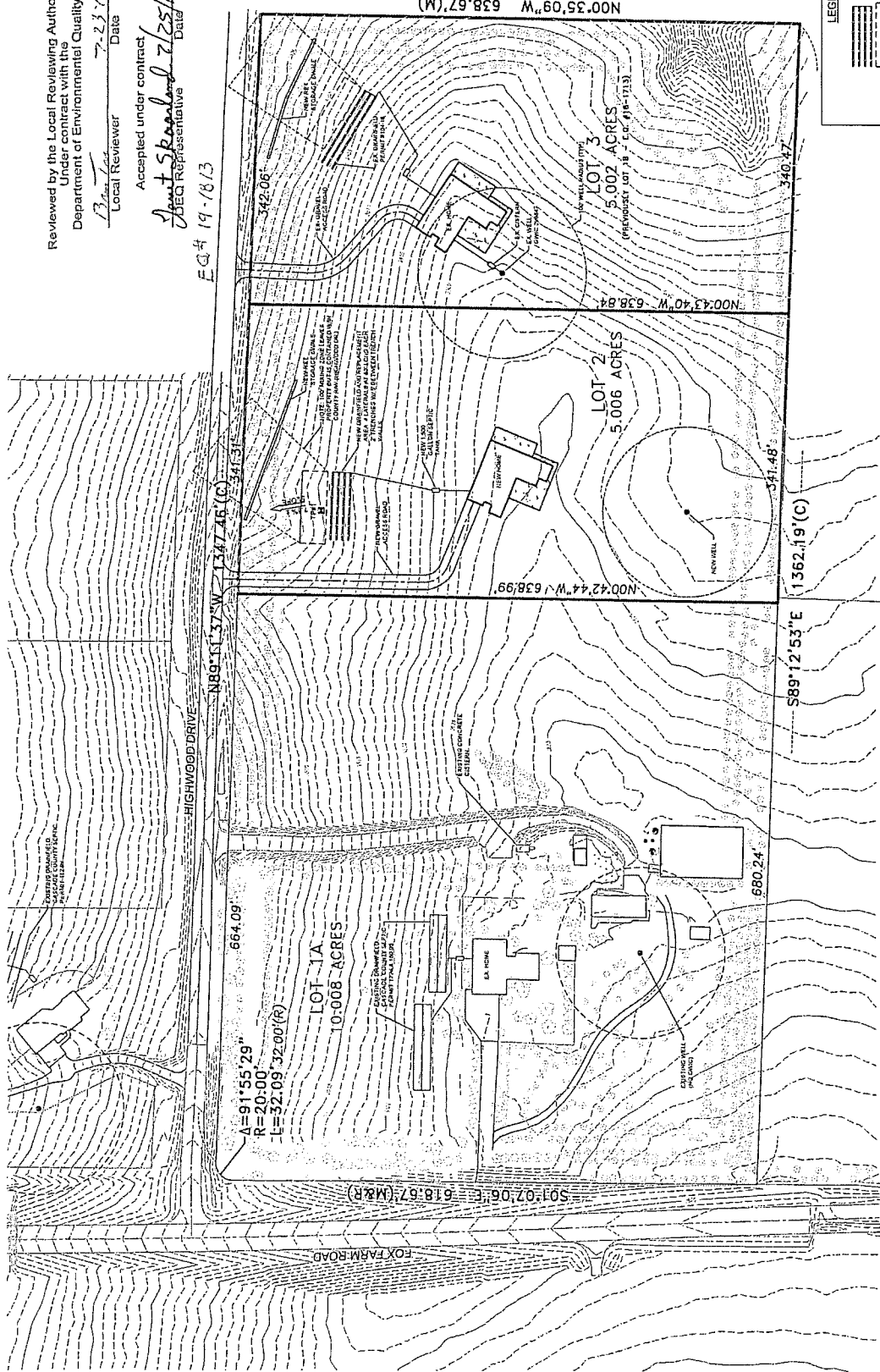
MT DEQ PUBLIC WATER  
& SUBDIVISIONS

Reviewed by the Local Reviewing Authority  
Under contract with the  
Department of Environmental Quality

Local Reviewer: 7-23-19  
Date

Accepted under contract  
DEQ Representative: 7/25/19  
Date

EQ# 19-1813

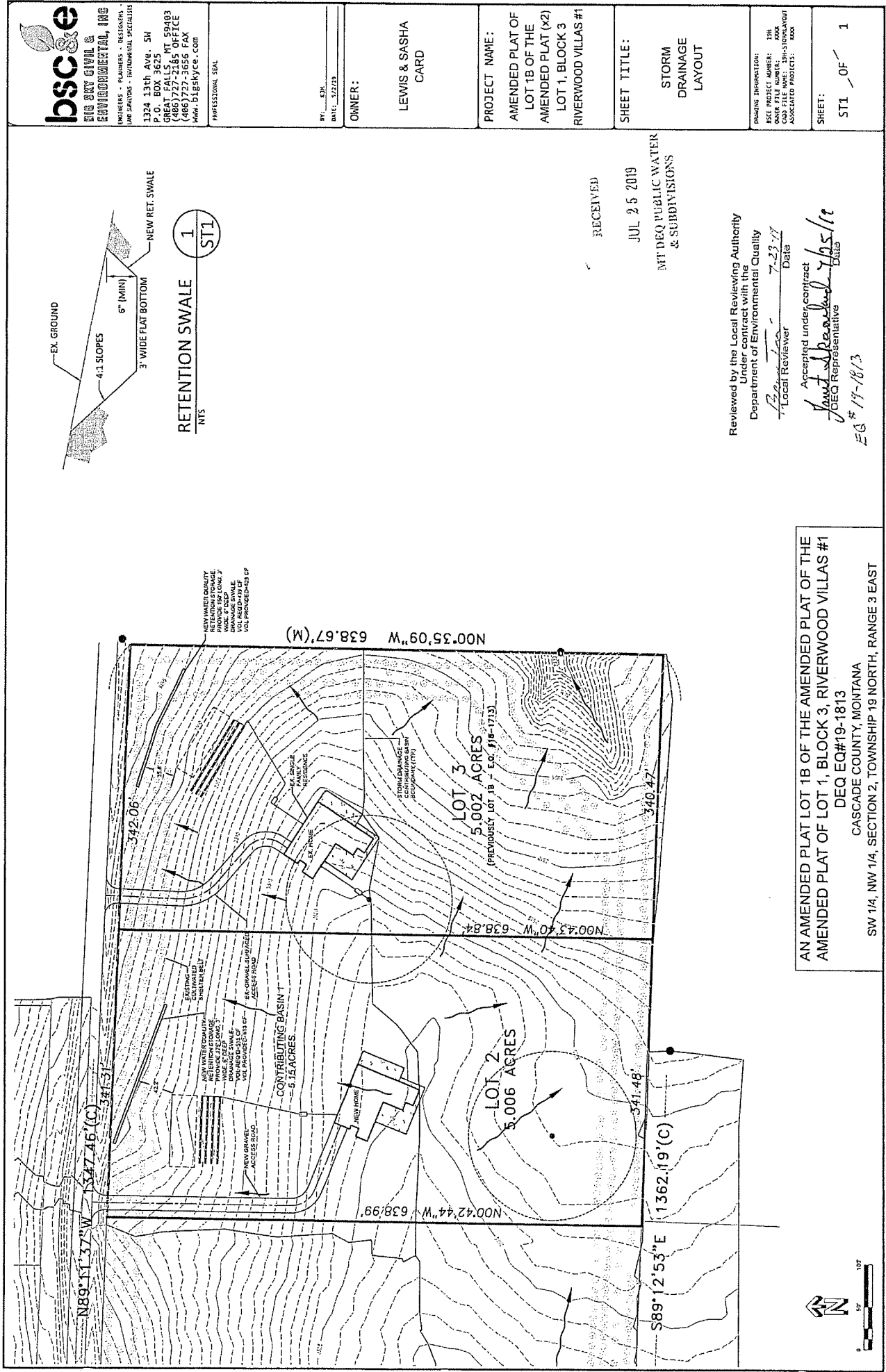



AN AMENDED PLAT LOT 1B OF THE AMENDED PLAT OF THE  
AMENDED PLAT OF LOT 1, BLOCK 3, RIVERWOOD VILLAS #1  
DEQ EQ#19-1813

CASCADE COUNTY, MONTANA  
SW 1/4, NW 1/4, SECTION 2, TOWNSHIP 19 NORTH, RANGE 3 EAST

NOTES:  
THIS PLAN DOES NOT APPEAR TO BE ANY ADDITIONAL EXISTING WELLS OR  
DRAINAGE WITHIN 100' OF THE PROPOSED DEVELOPMENT AS DETERMINED BY  
A VISUAL INSPECTION OF THE SITE. THE LOCAL HEALTH DEPARTMENT, USING AERIAL IMAGERY AND  
VISITING THE SITE.







**bsc&e**  
BIG SKY CIVIL &  
ENVIRONMENTAL, INC.  
ENGINEERS - PLANNERS - DESIGNERS -  
LANDSCAPERS - LANDMARK SPECIALISTS  
1324 13th Ave. SW  
P.O. BOX 3625  
GREAT FALLS, MT 59403  
(406) 727-3656  
(406) 727-3656 FAX  
WWW.BIGSKYCE.COM

PROFESSIONAL SEAL

BY: [Signature] E.P.  
DATE: 5/22/19

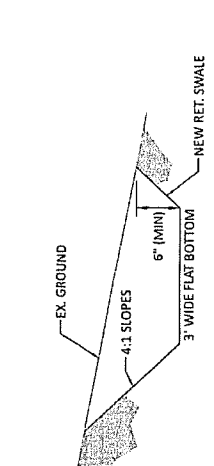
OWNER:  
  
LEWIS & SASHA  
CARD

PROJECT NAME:  
AMENDED PLAT OF  
LOT 1B OF THE  
AMENDED PLAT (x2)  
LOT 1, BLOCK 3  
RIVERWOOD VILLAS #1

SHEET TITLE:  
  
STORM  
DRAINAGE  
LAYOUT

DRAINAGE INFORMATION:  
DEQ PROJECT NUMBER: 19H  
CADD FILE NAME: 19H-STORMLAYOUT  
ASSOCIATED PROJECTS: XXXX

SHEET:  
ST1 OF 1



RETENTION SWALE  
NTS

1  
ST1

RECEIVED

JUL 25 2019

MT DEQ PUBLIC WATER  
& SUBDIVISIONS

Reviewed by the Local Reviewing Authority  
Under contract with the  
Department of Environmental Quality

[Signature] Local Reviewer Date 7-23-19

Accepted under contract  
[Signature] DEQ Representative Date 7/25/19

EQ # 19-1813

AN AMENDED PLAT LOT 1B OF THE AMENDED PLAT OF THE  
AMENDED PLAT OF LOT 1, BLOCK 3, RIVERWOOD VILLAS #1  
DEQ EQ#19-1813  
CASCADE COUNTY, MONTANA  
SW 1/4, NW 1/4, SECTION 2, TOWNSHIP 19 NORTH, RANGE 3 EAST



## Cascade County Public Works

"Working Together To Provide Efficient and Effective Public Service"

1395

Permit #

## Driveway Approach Application/Permit

\$150.00 Permit Fee

APPLICANT (PROPERTY OWNER)

Lewis & Sasha Card  
 First Name Last Name  
30 Highwood Drive  
 Mailing Address  
Great Falls MT 59403 (406) 788-4323  
 City State Zip Phone

DESCRIPTION OF APPROACH

Private Unassigned at this time (30 Highwood Drive)  
 Type of Approach (Private/Commercial/Temporary) Address # and Road Name  
Great Falls  
 Nearest City/Town/Community Contractor/Installer  
24' w/ 15' flare AC South  
 Approach Width w/ Flare (Feet) Surface Material of Approach Direction off Accessed Roadway (N,S,E,W)  
AC  
 Surface Material of Accessed Roadway

Sasha & Lewis Card (signed) 5/2/2019  
 Signature of Applicant Date  
 Applicant hereby accepts this permit, together with all of the terms and conditions set forth herein.

For Office Use Only

704' to intersection 1,000'+ Perm.  
 Posted Speed Limit Sight Distance Left Sight Distance Right Type of Permit (temp/permanent)  
N/A Slope Drainage Yes  
 Drainage Pipe Type Drainage Pipe Size Drainage Pipe Length Permit Approved (Yes/No/Void)

## Comments

Rick Schutz (signed) 5/2/2019  
 Authorizing Signature Date Approved

Permit is subject to the attached following terms and conditions.

**August 13, 2019**

**Agenda #3**

**Agenda Action Report**  
*Prepared for the*  
**Cascade County Commission**

**ITEM:** Neighborhood Electronic Detection K-9 Inc.  
Donor Agreement

**INITIATED & PRESENTED BY:** Sheriff Jesse Slaughter  
Cascade County Sheriff's Office

**ACTION REQUESTED:** Approval of Contract 19-117

---

**BACKGROUND:**

The Cascade County Sheriff's Office has been selected by Neighborhood Electronic Detection K-9 Inc. to receive assistance in acquiring an Electronic Storage Detection K-9 from Jordan Detection K-9 for the use in investigating Internet Crimes Against Children and Child Exploitation cases.

**TERM:** Offer expires December 31, 2019

**AMOUNT:** \$11,000.00 (Donation)

**RECOMMENDATION:** Approval of Contract 19-117

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

Mr. Chairman, I move that the Commission **APPROVE** Contract 19-117, Neighborhood Electronic Detection K-9 Inc. Donor Agreement with the Cascade County Sheriff's Office.

**MOTION TO DISAPPROVE:**

Mr. Chairman, I move that the Commission **DISAPPROVE** Contract 19-117, Neighborhood Electronic Detection K-9 Inc. Donor Agreement with the Cascade County Sheriff's Office.



**Neighborhood Electronic Detection K-9 Incorporated**  
**507 Hickory Drive, Greenfield, IN 46140**  
**317-340-6985**  
**neighborhoodk9@gmail.com**  
**www.neighborhoodk9.com**

June 10, 2019

Congratulations!

The Cascade County Sheriff's Office, Great Falls, Montana has been selected by Neighborhood Electronic Detection K-9 Inc to receive assistance in acquiring an Electronic Storage Detection K-9 from Jordan Detection K-9 for the use in investigating Internet Crimes Against Children and Child Exploitation cases. We agree to pay \$11,000 to Jordan Detection K-9 towards the purchase price of the K-9 after the following conditions are satisfied. The K-9 will then be donated to the agency above and the value of the donation will be \$11,000.

1. The chosen K-9 and assigned handler must complete their training and both be certified by Todd Jordan of Jordan Detection K-9. If the handler and K-9 do not pass the certification test within a two week allotted time frame, the agency will be responsible for payment to Jordan Detection K-9 to complete the certification process.
2. The agency representative must agree to satisfy the terms and conditions listed in the application submitted to Neighborhood Electronic Detection K-9 Inc. Training and certification dates and times will be arranged between your agency and Jordan Detection K-9. If for unforeseen circumstances the agency is unable to fulfill its agreement as outlined in the application, this offer will expire on December 31, 2019

If you agree to accept the terms listed above, please sign below:

Agency Representative \_\_\_\_\_

Date 6-11-19

Cascade County Sheriff's Office, Great Falls, Montana 59404

Office Use Only:

Approved by: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Certification Date: \_\_\_\_\_ K-9 Name \_\_\_\_\_